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May 6, 2019

By ECF

Hon. Judge Sterling Johnson, Jr.
Eastern District of New York
225 Cadman Plaza, East
Brooklyn, New York 11201

Hon. Judge Cheryl L. Pollak
Eastern District of New York
225 Cadman Plaza, East
Brooklyn, New York 11201

**Re: Star Cable NA, Inc. v. Total Cable USA LLC and 1StopMedia and Entertainment;
Fully Briefed Motion for Summary Judgment
Case No.: 16-CV-04067**

Dear Hon. Judge Johnson & Hon. Judge Pollak,

Enclosed please find the fully briefed motion for summary judgment filed by the Defendants Total Cable USA LLC and 1stop Media & Entertainment Inc. The motion for summary judgment was served on March 25, 2019 on the Plaintiff's attorney. The opposition was received on April 23, 2019 beyond the date provided in the briefing schedule, though I consented in the change of briefing schedule, no Court approval was obtained by the Plaintiff's Counsel. The Defendant's reply to the opposition was served on May 4, 2019. Also enclosed is the covering letter for the serving the motion for summary judgment on the Plaintiff on March 25, 2019.

Respectfully Submitted,

_____/s/_____
Satish K. Bhatia (SB9222)

To: Michael Cassell, Esq.
Via: ECF

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By: Email mcassell@hogancassell.com & FedEx

March 25, 2019

Michael Cassell
500 North Broadway, Suite 153
Jericho, New York 11753

RE: Star Cable v Total Cable USA LLC; Index No. 16-cv-4067

Dear Michael,

Enclosed is the notice of motion and supporting documents as ordered by the
Honorable Judge.

Yours Truly,

_____/s/_____

Satish K. Bhatia, Esq. (Sb9222)

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X

STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

TOTAL CABLE USA LLC. and RADIANT IPTV

Defendants.

-----X

**AMENDED NOTICE OF MOTION SEEKING SUMMARY JUDGMENT TO DISMISS
THE COMPLAINT AGAINST 1STOPMEDIA & ENTERTAINMENT INC. d/b/a
RADIANT IPTV**

PLEASE TAKE NOTICE that on May 7, 2019, or as soon as counsel can be heard, at the United States District Court, 225 Cadman Plaza East, Brooklyn, NY 11201, before the Honorable Sterling Johnson Jr., U.S.D.J., the Defendant IStopmedia & Entertainment Inc. by its attorneys Bhatia & Associates PLLC, will move this Court seeking summary judgment to dismiss the complaint against the Defendant IStopmedia & Entertainment Inc. by along with any other just and proper relief. The opposition to the motion is due on April 9, 2019 and the response to the opposition is due on April 25, 2019.

Dated: April 3, 2019

Respectfully submitted,

_____/s/____

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To: Michael Cassell
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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X
STAR CABLE NA, INC.,

**Docket No 16-cv-04067
Assigned Judge Hon. Pollak**

Plaintiff,

**AFFIRMATION IN
SUPPORT OF NOTICE
OF MOTION SEEKING
SUMMARY JUDGMENT
TO DISMISS THE
COMPLAINT**

vs.

**TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10**

Defendants.
-----X

Satish K. Bhatia, the attorney of record for Total Cable USA LLC and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV who is associated with Bhatia & Associates PLLC affirms under penalty of perjury as follows:

1. I am associated with Bhatia & Associates PLLC, the attorney of the record for the Defendants Total Cable USA LLC and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV and as such I am familiar with the facts and circumstances of this case.
2. I am making this affirmation in support of the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV's motion seeking summary judgment to dismiss the complaint inter alia on the ground that the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV has been broadcasting channels with the consent and on the basis of the written agreements with the content owners and the Plaintiff Star Cable NA, Inc. has no

exclusive rights to broadcast channels as alleged in paragraph 1 of the second amended complaint.

3. On or about July 22, 2016, the Plaintiff Star Cable NA Inc. had commenced the present action against the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV alleging copyright violations of various channels in which the Plaintiff has alleged exclusive rights to broadcast (Docket No. 1, July 26, 2016). Subsequently, on or about July 6, 2017, the Plaintiff Star Cable NA Inc. filed a second amended complaint (Docket No. 38, July 6, 2017). In paragraph 1 of the complaint, the Plaintiff alleged that the Plaintiff has exclusive rights in the United States and Canada to distribute the programming services including i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Banglavisision; vii) Ekushey TV viii) Somoy. The copy of the second amended complaint is annexed with this affirmation as **Exhibit A**.
4. On or about August 28, 2017, the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV filed an answer to the second amended complaint. In paragraph 1 of the answer, the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV submitted that 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV is not involved in the sale and distribution of Somoy TV. Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV denied the allegations in paragraph 1 of the complaint, that the Defendant is in violation of the Plaintiff's exclusive rights. In paragraph 51 of the first counterclaim, Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV submitted that Defendant enjoys its rights and privileges directly from the overseas television channels who are the content owners. In paragraph 55 of the answer, Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV submitted that in addition to the channels

mentioned in paragraph 1 of the second amended complaint, except Somoy TV, the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV also has legal rights to broadcast Channel 16, Asian TV, Channel 1 TV, Boishakhi TV, ATN & Bangla and ATN & News. In paragraph 6 of the answer, 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV submitted that on information and belief, the overseas content owners have terminated the agreements with the Plaintiff to broadcast various channels and/or is in the process of terminating the agreements with the Plaintiff's right to broadcast channels.

5. During discovery, 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV requested the Plaintiff's attorney to provide responses to the request for documents by the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV. In response to request #1, the Plaintiff provided the agreements with Independent TV, Jamuna TV, Channel 16, MyTV, Asian TV, Banglavisioin, Ekushey, Boishakhi TV and Somoy TV. The agreement between Star Cable NA, Inc. and Boishakhi TV was executed on June 16, 2015, signed by Tipu Alam on behalf of Boishakhi TV. The copy of the said agreement is annexed with this affirmation as **Exhibit A1**. The Court will note that clause 1 of the agreement provides that affiliate shall have non-exclusive rights to distribute the services. In addition, Tipu Alam, who signed the agreement on behalf of Boishakhi TV sent a letter to Star Cable NA, Inc. on March 8, 2017 dismissing the letter of agreement. Tipu Alam also filed a declaration on December 14, 2017 in which he alleged in paragraph 3 of the declaration that terms of the agreement were not renewed as Star Cable NA, Inc. did not honor their part of the agreement. In paragraph 4 of the declaration, Tipu Alam alleged that Star Cable NA, Inc. has no right to distribute the services of Boishakhi TV. The

copy of the letter dated March 8, 2017 and the copy of the declaration dated December 14, 2017 are collectively annexed as **Exhibit B**.

6. In response to the request to production of documents, the Plaintiff also provided an agreement between Star Cable NA, Inc. and Independent TV Ltd. dated November 26, 2014 for a period of three years. This agreement expired in 2017. Star Cable NA, Inc. has not provided any other agreement showing that the agreement dated November 26, 2104 was ever renewed or a new agreement was executed between the parties. The copy fop the agreement dated November 26, 2014 is annexed with this affirmation as **Exhibit C**.
7. The Plaintiff also provided an agreement between Star Cable NA, Inc. and Jamuna TV dated December 1, 2014. The agreement was for three years and Star Cable NA, Inc. did not provide any agreement showing that this agreement was ever renewed or that a new agreement was executed between the parties. The copy of the agreement with Jamuna TV is annexed with this affirmation as **Exhibit D**. Saiful Siddique in his affidavit stated that Channel 16 is no longer in circulation and it is not broadcasting. In addition, Channel 16 also entered into agreement with Lalon TV on July 9, 2012 for a term of ten years. The copy of the agreement between Star Cable NA, Inc. and Channel 16 and the agreement between Lalon TV and Channel 16 are annexed with this affirmation as **Exhibit E** and **Exhibit F**.
8. The various content owners have entered into agreement with the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV. Jamuna TV provided a certification dated January 10, 2017 in which Jamuna TV certified that 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV is their client and Jamuna TV provided rights to broadcast Jamuna

TV in North America and Canada. In the certification, Jamuna TV specified that no other organization has any valid exclusive rights with Jamuna TV. Said certification was signed by ASM Arifur Rahman, head of broadcasting operations of Jamuna TV. The copy of said certification is annexed with this affirmation as **Exhibit G**.

9. On January 9, 2017, Shamol Bangla Media Ltd. provided a certification that Star Cable NA, Inc. had no valid agreement to broadcast Banglavisión. The copy of the certification signed by the managing director of Banglavisión is annexed with this affirmation as **Exhibit H**.

10. On September 1, 2017, MyTv provided a certificate that Star Cable NA, Inc. has no valid legal agreement with V.M. International Ltd. (mytv) and Star Cable NA, Inc. has absolutely no rights to broadcast or represent MyTV channel anywhere in the world. The copy of said certification is annexed with this affirmation as **Exhibit I**.

11. On August 23, 2016, Fakrool Alam of Ekushey TV wrote a letter to Sajid Sohail, the director of Star Cable NA, Inc. terminating the channel partnership agreement with Star Cable NA, Inc. The copy of the said letter is annexed with this affirmation as **Exhibit J**.

12. On or about June 6, 2016, an agreement was made between Asian Telecast Ltd. (Asian TV) and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV granting distribution rights to 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV for a minimum of three years with automatic renewal for the next three years. The copy of the said agreement is annexed with this affirmation as **Exhibit K**.

13. On or about November 20, 2014, a business agreement (exclusive) was executed between Asian Telecast Ltd. (Asian TV) and 1Stopmedia & Entertainment Inc. d/b/a Radiant

IPTV for a term of three years with automatic renewal for the next three years. The copy of said agreement is annexed with this affirmation as **Exhibit L**.

14. On or about September 23, 2014, an agreement was made between ATN Bangla Ltd. and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV for a minimum period of three years with an automatic renewal for another three years. The copy of the said agreement is annexed with this affirmation as **Exhibit M**.

15. On or about December 1, 2014, an agreement was executed between ATN News TV and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV for a period of one year with automatic renewal. The copy of the said agreement is annexed with this affirmation as **Exhibit N**.

16. On June 1, 2015, an agreement was made between Boishakhi Media Ltd. (Boishakhi) and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV for a period of four years. The copy of the said agreement is annexed with this affirmation as **Exhibit O**.

17. On or about May 25, 2014 an agreement was executed between International TV and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV. The copy of the agreement is annexed with this affirmation as **Exhibit P**.

18. On or about September 12, 2013 an agreement was executed between Independent TV and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV. The copy of the agreement is annexed with this affirmation as **Exhibit Q**.

19. All of the agreements executed between the various content owners and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV have already been provided to the attorney of the Plaintiff in response to the Plaintiff's request for discovery. The agreement provided by the Plaintiff in response to the Defendant's request for discovery do not establish that the

agreements with Star Cable NA, Inc. were exclusive. Moreover, those agreements have already been terminated.

20. Saiful Siddique during his deposition has already testified that the various agreements have been executed between the content owners and IStopmedia & Entertainment Inc. d/b/a Radiant IPTV and those agreements are still in force.
21. Sajid Sohail appeared in the deposition on behalf of the Plaintiff. During the deposition, the Defendant's attorney Joseph F. Kasper specifically confronted all of the agreements executed between the content owners and IStopmedia & Entertainment Inc. d/b/a Radiant IPTV, Mr. Sohail did not deny the execution of the agreements between IStopmedia & Entertainment Inc. d/b/a Radiant IPTV and the content owners and his response was simply that he was not aware of the agreements.
22. There is no triable issues of facts to be determined that Defendant IStopmedia & Entertainment Inc. d/b/a Radiant IPTV has been broadcasting channels based on the agreements they have with the content owners with the permission of the content owners. On the contrary, the agreements, if any, with the content owners and the Plaintiff Star Cable NA, Inc. have been terminated and Star Cable NA, Inc. has not rights to broadcast the various channels.

WHEREFORE, the Defendants IStopmedia & Entertainment Inc. d/b/a Radiant IPTV request that the motion for summary judgment seeking dismissal of the complaint be granted along with any other just and proper relief.

Dated: March 25, 2019

_____/s/
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EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

16-CV-04067 (SJ)

Plaintiff,

-against-

**SECOND
AMENDED COMPLAINT**

TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

Defendants.
-----X

The plaintiff, Star Cable NA, Inc. ("Plaintiff" or "Star Cable"), by its attorney, as and for its Second Amended Complaint herein against the defendants, alleges the following:

NATURE OF THE ACTION

1. The defendants in this action, Total Cable USA LLC. ("Total Cable") and 1StopMedia and Entertainment, Inc. d/b/a Radiant IPTV ("Radiant") (Total Cable and Radiant will collectively be referred to as "Defendants") are involved in the sale and distribution of cable television services to their customers, which include various programming, to which they are not entitled. The programming originates in Bangladesh via an internet protocol television system ("IPTV"). Plaintiff is an IPTV cable television company that has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services IPTV, WiMax Wireless and Mobile TV. The exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusey TV; and viii) Somoy TV (sometimes hereinafter referred to as the "Exclusive Services"). This is an action, based upon the discovery that Defendants, in direct violation of Plaintiff's exclusive rights, are receiving and using,

divulging or retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services. This is true with respect to each of the Exclusive Services except exclusive rights are shared with Radiant for Independent TV, in which Radiant may have some rights. Otherwise, Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), and New York Law. In this action, Star Cable seeks declaratory and injunctive relief and monetary damages, costs and attorneys' fees.

PARTIES

2. Star Cable NA, Inc. is a New York corporation that has its principal place of business at 3839 Bell Boulevard, Bayside, New York 11361.

3. Total Cable USA is a New York business that has its principal place of business at 37-19 57th Street, Woodside, New York 11377, and which operated as a NY registered LLC from October 22, 2013 until May 2, 2016, on which date it was dissolved. Prior to October 22, 2013, Total Cable USA, upon information and belief, operated as a subsidiary of Lalon TV, Inc. an active New York business corporation with principal place of business at 15 Westmoylan Lane in Coram NY. Both Total Cable USA, LLC and Lalon TV, Inc. list their Department of State process to be served upon Ahmodul Barobhuiya, who upon information and belief is the principal of Total Cable USA. Moreover, in a Bankruptcy proceeding in the Southern District of New York (In Re: World Cable, Inc Case No: 14-10379 (MG)) Lalon TV, Inc. entered an appearance by counsel as Lalon TV, Inc. A/K/A Total TV, A/K/A Total Cable.

4. 1Stop Media and Entertainment, Inc. ("1Stop") is an Illinois corporation with headquarters located at 3833 Gladston Drive, Naperville, Illinois 60565. On the FCC Form

499, which identifies certain communication business data, 1Stop lists “other trade names” to include Radiant IPTV. Further the CEO of 1Stop, Saiful Siddique, lists himself as the COO of Radiant IPTV. Mr. Siddique identifies himself as having addresses in Naperville, Illinois, for the purposes of his FCC filing and Brunswick, New Jersey for the purposes of 1Stop’s Secretary of State incorporation data. 1Stop also does business as Radiant IPTV. On its Facebook page Radiant IPTV lists its parent corporation as 1Stop.

5. 1Stop d/b/a Radiant IPTV appears to operate from 150-47 Hillside Avenue, Jamaica, New York 11432. 1 Stop d/b/a Radiant appears to operate out of the second floor of that two story building, however the second floor is entirely occupied by Marvel Cable and Broadcasting, LLC, a New York LLC with its principal place of business at 150-47 Hillside Avenue. When a customer pays for Radiant IPTV services by credit card, the payment is received by 1Stop.

6. ABC, INC., XYZ CORP. and JOHN DOES 1-10 are fictitious names of persons and entities that are the persons or corporate owners of Defendants. Although Plaintiff exercised its best efforts in discovering the true names and ownership interest of said named defendants, defendants seem to be engaged in a scheme to evade detection of their proper name and ownership. As such, Plaintiff reserves its right to amend this Second Amended Complaint upon discovery of true names and ownership of Total Cable USA LLC and 1Stop d/b/a Radiant IPTV, whether held in corporate or individual form.

JURISDICTION AND VENUE

7. This action arises under 47 U.S.C. §605 (a) and supplemental law claims.

8. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and/or 28 U.S.C. § 1332 as there is a Federal question and/or dispute in excess of the jurisdictional

limits, and supplemental jurisdiction over the state law claims. Venue is properly established in the Eastern District of New York pursuant to 28 U.S.C. §§ 1391(b) and 1400(a), as Defendants reside in the District, do business in this District and a substantial part of the events giving rise to the claim occurred in the District.

FACTUAL BACKGROUND

9. Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of channels including several from Bangladesh, which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data service otherwise known as internet access. Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, NY to its subscribers via the internet in the process known as Internet Protocol Television.

10. In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery services such as Direct TV. In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV ("the Exclusive Rights"). In exchange for the Exclusive Rights, Star Cable continues to pay the programming service provider's license fees, which generally increase annually in accordance with the terms of these multi-year agreements. Such annual increases are often double and/or triple the previous year's license fee. As such, Star Cable pays significant amounts for its Exclusive Rights.

11. The Agreements are part of the marketing scheme of the Exclusive Services.

12. Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers.

13. Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same. The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the customer's bill each month.

14. The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted.

15. Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service.

16. At all times pertinent to this Complaint, Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i)

Independent TV (as it applies to Total Cable); ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusey TV; and viii) Somoy TV for all regions within the United States and Canada.

17. A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Asian TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television. A representative of Star Cable met in New York with a representative officer of Ekhushey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Somoy Media Limited. Payments have been made by Star Cable on each of these Agreements.

DEFENDANTS

18. Defendants are telecommunications distribution companies that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable.

19. Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants.

20. Defendants each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming.

21. Defendants do not have rights to transmit or sell the eight channels over an IPTV delivery system in any part of the United States or Canada.

22. Despite not having rights to transmit the Exclusive Services and in direct derogation of the exclusive rights of Star Cable, Defendants receive the Exclusive Services in the United States and use or divulge or redistribute said communications to their customers. Defendants are not authorized to redistribute said communications over their IPTV systems in the United States or Canada. Said actions of Defendants are an unauthorized divulgence of satellite signals.

23. Defendants' violations of said exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable.

Count I
47 U.S.C. § 605

24. Plaintiff incorporates the preceding paragraphs as if each allegation was fully set forth herein.

25. Through the transmitting, retransmitting, use, divulgement and sale of the Exclusive Services Defendants have violated various provisions of 47 U.S.C. § 605.

26. The use of the signals of the Exclusive Services in a manner in which they are not entitled, including effectuating the unauthorized receipt in the United States and transmitting, retransmitting, use, sale and divulging said Exclusive Services, which are radio communications,

to persons not entitled to the Exclusive Services for the purposes of commercial advantage and private financial gain is designed to injure, and will continue to injure Star Cable and cause it financial damage and irreparable harm.

27. Defendants knew or should have known and had reason to know that assisting a third person in the reception and use of the Exclusive Services without authorization, was and is illegal and prohibited.

28. Pursuant to 47 U.S.C. § 605(e)(3), Plaintiff is entitled to: equitable relief, either statutory damages of \$1,000.00 to \$10,000.00 per violation (each customer of Defendants' receiving each or all such Exclusive Services) or actual damages plus any profits realized by Defendants for each violation of 47 U.S.C. § 605(a), reasonable attorneys' fees and costs.

Count II
UNJUST ENRICHMENT

29. Plaintiff hereby incorporates the preceding paragraphs as if set forth fully herein.

30. Through the re-broadcasting scheme described above Defendants have received a financial benefit by, among other things, receiving subscription fees from each of Defendants' customers that have subscribed to the Exclusive Services.

31. The financial benefit to Defendants was to the detriment of Plaintiff in that Defendants' customers who purchase the Exclusive Services would have had to acquire them from Star Cable rather than Defendants, thereby depriving Star Cable of subscription fees.

32. Defendants have been unjustly enriched through these actions, and equity and good conscience requires restitution to Plaintiff.

33. Star Cable has been damaged through the unjust enrichment of Defendants and

seeks remedy for the same.

Count III
CONVERSION

34. Plaintiff hereby incorporates the preceding paragraphs as if each were set forth fully herein.

35. Through the rebroadcasting scheme described above Defendants exercised and assumed unauthorized dominion and control over the signal of the Exclusive Services and disseminated and divulged said communications signals to third parties for payment and without the authorization of Plaintiff.

36. Star Cable was excluded from exercising any control over the dissemination and divulgement of the signals of the Exclusive Services to third parties and received no income from this unauthorized use and divulgement.

37. Plaintiff has been damaged through the unauthorized conversion of the signals of the Exclusive Services for which Star Cable seeks remedy.

Count IV
UNFAIR COMPETITION

38. Plaintiff hereby incorporates the preceding paragraphs as if each were set forth fully herein.

39. Through the rebroadcasting scheme described above Defendants misappropriated the product of Star Cable, namely the licensed Exclusive Services.

40. Defendants' misappropriation of the Exclusive Services was undertaken in bad faith and without the authorization of or payment to Star Cable for the sale and divulgement of the Exclusive Services.

41. Plaintiff has been damaged through Defendants' unfair competition with reference to Plaintiff's Exclusive Services and seeks remedy for the same.

WHEREFORE, Plaintiff requests that this Court grant the following relief:

- (1) Declare that Defendants' unauthorized sale, use and divulgement of the Exclusive Services without authorization violated 47 U.S.C. § 605(a) and that such violations were committed intentionally and for the purposes of commercial advantage and private financial and commercial gain;
- (2) In accordance with 47 U.S.C. § 605(e)(3), permanently enjoin Defendants, their agents, servants, employees, and those controlled directly or indirectly by any of them from the distribution, sale, rebroadcast or divulgement of the Exclusive Services;
- (3) In accordance with 47 U.S.C. § 605(e)(3), award Plaintiff against Defendants, damages for all losses incurred as a result of Defendants' violations:
 - (a) The actual damages that Plaintiff has suffered, together with any additional profits earned by Defendants, or alternatively at Plaintiff's election,
 - (b) Statutory damages in an amount between \$1,000 and \$10,000 for each of the customers to which the Exclusive Services were sold and/or distributed by Defendants.
- (4) An accounting of all profits and expenses realized by Defendants in violation of 47 U.S.C. § 605, together with Defendants' production of all records reflecting sales of the Exclusive Services;
- (5) An Order imposing a constructive trust based upon Defendants' unjust

enrichment derived from profits on sales of the Exclusive Services, and based upon their conversion of profits diverted from and properly due to Star Cable by reason of theft of its product;

(6) An assessment of damages, to be determined at trial, based upon the New York Law of Unfair Competition;

(7) In accordance with 47 U.S.C. § 605 an award of all of Plaintiff's reasonable attorneys' fees and costs of this action; and

(8) Grant such other and further relief as is just.

Dated: July 6, 2017

HOGAN & CASSELL, LLP
Attorneys for Plaintiff

By: _____

Michael Cassell
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Tel. 516-942-4700
mcassell@hogancassell.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

STAR CABLE NA, INC.

Plaintiff(s)

v.

TOTAL CABLE USA, LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV, ABC,
INC., XYZ CORP. and JOHN DOES 1-10

Defendant(s)

Civil Action No. 16-CV-04067 (SJ)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* 1StopMedia and Entertainment, Inc., 3833 Gladston Drive, Naperville, Illinois 60565

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael Cassell, Esq.
Hogan & Cassell, LLP
500 North Broadway, Suite 153
Jericho, NY 11753

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

EXHIBIT A1



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NETWORK AFFILIATION AGREEMENT

Between

BOISHAKHI TELEVISION

32 Mohakhali C/A, Level 4-8

Dhaka, Bangladesh

And

Affiliate: StarCable NA Inc.

3839 Bell Blvd Suite 233

Bayside NY 11361

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In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Boishakhi TV (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.25 per Subscriber, per Month.

Minimum payment first year: \$15,000 to be paid yearly in advance. First payment due immediately after signing this contract in amount of \$15,000.00

Guaranteed Payment vs. Projection payments*

1 st year: \$15,000 per year.	50,000 subscribers	\$150,000
2 nd year: \$30,000	75,000 subs	\$225,000
3 rd year: \$45,000	100,000 subs	\$300,000
3 rd year: \$60,000	125,000 subs	\$375,000
4 th year: \$72,000	150,000 subs	\$450,000
5 th year: \$84,000	175,000 subs	\$525,000
6 th year: \$96,000	200,000 subs	\$600,000
7 th year: \$108,000	225,000 subs	\$675,000
8 th year: \$120,000	250,000 subs	\$750,000

*As the subs increase payments will increase accordingly. Minimum payment is guaranteed 10% of projections.

Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system will be provided on quarterly basis or anytime on written demand from Boishakhi Television.

NON- PAYMENT: Boishakhi Television has right to terminate this contract by giving 60 days written notice to cure for non-payment of minimum guaranteed payment

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due as above schedule or for extra payments due based on actual number of subs.
System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF June 01, 2015 (the "Effective Date")
Conditions as follows:

1. Scope. Affiliate shall have the non-exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV.

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this this contract. For any fee that is collected from sub-distributor, above \$0.25 Boishakhi TV will be paid 50% of the monthly fee per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Boishakhi TV agrees that any requests that comes to regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to StarCable NA Inc. Star Cable shall provide a direct feed to these systems requiring access to programming. Boishakhi TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

2. Term of Agreement. The term shall be for a period of two (02) years commencing on the Effective Date (the "Term"). This Agreement shall renew after conclusion of the contract. Any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.
3. License Fees and Payment Terms. Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

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Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"), License Fees to such distribution shall be per subscriber.

Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. Carriage. Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.
 5. Delivery of Signal. During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming, Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.
- WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.
6. Ownership. All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional

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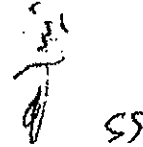
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material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. Audits. During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non- contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.
8. Confidentiality. Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.
9. Assignment. This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.
10. Termination. Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation

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of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.

11. Representations and Warranties. Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. Indemnification. Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties,

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representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. Covenants. Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.
14. Vertical Blanking Interval. Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video

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programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.

15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, as newly as existing laws of Bangladesh without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the competent court under where jurisdiction the cause of action arose whole or in part. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.
16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in a place/ country, due to dispute regarding to breach of this agreement, where any breach of this agreement is caused or occurred, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.
17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.
18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC.
 3839 Bell Blvd Suite 233
 Bayside NY 11361

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Notice shall be deemed given upon proof/confirmation of receipt.

19. Entire Agreement. This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.
20. Relationship. Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint ventures controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.
21. Counterparts. This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.
22. Severability. The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.
23. Construction. The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.
24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between

the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

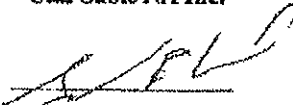
25. Marketing Efforts. The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.
26. This is a Non-Exclusive Agreement. If BOISHAKHI come to an agreement with any other party The Star Cable will not be a party on it, neither they will raise any objection on that.
27. The Payment would be made on the Account Name: Boishakhi Media Limited, Current Account No. 13211060000567, Bank Name: Prime Bank Limited, Banani Branch, Dhaka-1213, Bangladesh.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Boishakhi TV

Affiliate: StarCable NA Inc.

Signature: 

Signature: 

Printed Name: Tipu Alam

Printed Name:

Title: Deputy Managing Director

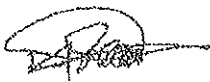
Title: Director

Date:

Date: 6/16/19

Signature of Witness:

Signature of Witness:



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EXHIBIT B



Date: 03.08.2017

To
Star Cable NA Inc.
3839 Bell Blvd suit 233
Bayside NY 11361.

Subject: Agreement dismissal letter

Dear Mr.Sohail,

We have a business agreement in between your organization and Boishakhi Media Ltd. The agreement started on June 1, 2015. We must give you thanks for being our good partner towards the progress we achieved.

According to the agreement you were supposed to pay US\$15000 for first Year. We appreciate you did it accordingly. Unfortunately after first year we are not receiving any payment from your side. We have communicated with you for several times. We are too unlucky to get any reply from your side.

You know, we consider you as our good business partner. That's why we have waited for a quite long time. Unfortunately it should not be for indefinite of time. So, keeping a hope to work together again, we are going to dismiss the agreement we have. Consider this email as the dismissal letter of our agreement.

Till 31st July 2017 the minimum due payment is US\$37500. So we requesting you to pay us the due amount as early as possible.

Thank you for being our partner of progress for a quite good amount of time.

Regards,

Tipu Alam
DMD & Chief Editor
Boishakhi Media Ltd.

Boishakhi Media Limited

32 Mohakhali C/A, Level 4, 5, 6, 7 & 8, Dhaka-1212, Bangladesh. Tel : +88 02 8837081-5, Fax : +88 02 8837541-2
E-mail : info@boishakhi.tv, Website : www.boishakhi.tv

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
STAR CABLE NA, INC.,

Plaintiff,



CASE NUMBER: 2:17-cv-04469

-Against-

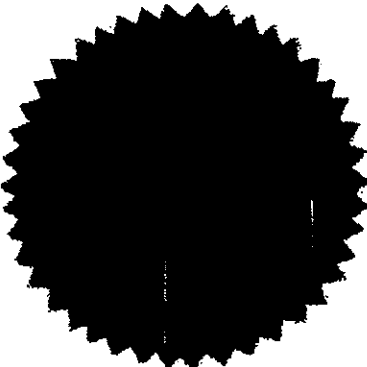
Declaration of Tipu Alam

LALON TV, INC., HABIBUR RAHMAN,
SHAHINUL KARIM, SHAHIDUL BARI,
SYED S. AHMED, AHMODUL
BAROBHUIYA and
TOTALCABLEBD.COM,

Defendants.

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I Tipu Alam resident of Bangladesh declare under penalty of perjury as follow:

- 1) I am Deputy Managing Director of Boishakhi Television whose principal place of business is located at 32 Mohakhali C/A, Level 4-8 Dhaka, Bangladesh.
- 2) On June 16, 2015, Network Affiliation Arrangement was executed between Boishakhi Television and Star Cable NA Inc. for a period of two years commencing from the date of agreement. The Clause pertaining the term of agreement provided that the agreement shall renew after conclusion of the agreement subject to good faith negotiations between the parties, if Network serves at least 120 days notice before the end of applicable term in which the Network shall provide the proposed license fee for the next renewal.
- 3) The term of agreement was not renewed as Star Cable NA Inc. did not honor their part of agreement.



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- 4) Star Cable NA Inc. has no rights to distribute the service of Boishakhi Television and has no right to involve any other entity in any law suit as Boishakhi Television has also entered Affiliation Agreements with other entities including Lalon TV.
- 5) Lalon Tv has full authority to distribute Boishakhi TV via IPTV (Internet Protocol TV).
- 6) Lalon TV has been complying the terms and condition of the Agreement with Boishakhi Television.

Boishakhi TV, Bangladesh
Date: December 14, 2017



A handwritten signature in black ink, appearing to read "Tipu Alam".

Tipu Alam
DMD
Boishakhi TV
32 Mohakhali C/A, Level 4-8
Dhaka, Bangladesh



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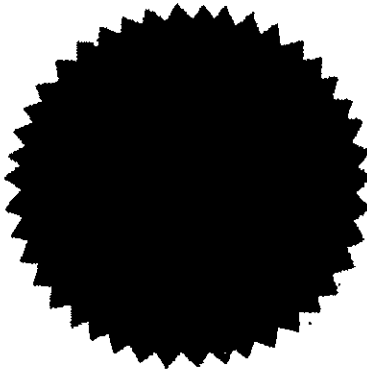


EXHIBIT C

NETWORK AFFILIATION AGREEMENT

Between

Independent Television Ltd.
149-150 Tugson C/A
Dhaka
Bangladesh

And:
Affiliate: StarCable RA Inc.
3839 Neil Road Suite 283
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Independent Television Ltd. (the "Service").

Service Description: 24 hour Bangla Channel consisting of Drama, News, music and children's shows

License Fee: USD \$0.50 per Subscriber per Month.

Minimum payment first year: \$14,000 to be paid quarterly in advance. First payment due immediately after signing this contract in amount of \$4,500

Guaranteed Payment	vs.	Projection payments*
1 st year: \$10,000 per year		50,000 subscribers \$250,000
2 nd year: \$20,000		100,000 subscribers \$500,000
3 rd year: \$34,000		150,000 subscribers \$750,000

*As the rates increase payments will increase accordingly. Minimum payments is guaranteed 10% of projections. Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system (live data) will be provided on quarterly basis or anytime on written demand from Independent Television Ltd.

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF November 26, 2014, (the "Effective Date")

Conditions as follows:

1. Scope. Affiliate shall have the non-exclusive right to distribute the Service via conventional cable television systems, Satellite DTH (Direct to home) or Over the Air. Affiliate shall have exclusive rights for Wireless, Internet (IPTV/Internet Protocol TV) and Mobile TV. (Exception of Radiant IPTV)

Affiliate may sub-distribute the Service to another service provider so long as it is under the conditions set forth in this contract. For any fee that is collected from sub-distributors, above \$0.50 Independent TV will be paid 50% of the monthly fee

per subscriber Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Independent TV agrees that any requests that comes to regarding carriage on exclusive platforms, (Wired, Wireless, IPTV or Mobile TV) will direct those requests to StarCable SA Inc. Star Cable shall provide a direct feed to those persons requiring access to programming. Independent TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service on VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with standing standing that has suffered an "injury in fact" the claim of which arising out of unauthorized reception or use would fall within the "zone of interest" to be protected by any applicable statute. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

2. **Term of Agreement.** The term shall be for a period of Three (3) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliates of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the Service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fee due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and half percent (1.5%) interest per day (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholding from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"). License Fees to such distribution shall be per subscription.

Payments of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on each fixed time delay and there shall be an alternate channel that would show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.

5. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a terrestrial satellite or fiber for transmission of programming over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for securing or transmitting the Service as it can be distributed over the System.

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WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODERS OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the term. Affiliate only shall use Marks in the various and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliates for marketing purposes which incorporate any Marks. Use of Network's name and/or Marks in routine promotional materials, such as program guides, program listings and bill stickers, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required in the event Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. **Audit.** During the Term, renewal Term, if any, and for 24 months thereafter Network (on a non-auditable basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, in any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder is willing, agrees to assume all assignor's obligations hereunder.

10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government orders) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days. **NON-PAYMENT.** Independent Television Ltd. has right to terminate this contract by giving 60 days written notice to cure for non-payment of minimum guarantee payment due or for extra payments due based on actual % of sales.

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11. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not trigger the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not trigger the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. **Indemnification.** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its covenants, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any dispute between Affiliate or a System and its Service Subscriber); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claim that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to the extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

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14. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology) provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact, and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purposes related to the programming, including, without limitation: (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program ("SAP"), (iii) identification and rating of video programming, (iv) web television feeds or other triggers, and/or (v) vertical integral text signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however in no event is Affiliate required to carry any such additional programming or material.

15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Seneca New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person (including individuals named in this Agreement or affiliated with either Party) may serve as an arbitrator. The costs of the arbitration proposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any right for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC
3835 Bell Blvd Suite 223
Bayside NY 11361

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Notion shall be deemed given upon proof/confirmation of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supercedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. **Relationships.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint ventures or agents between Affiliate and Network, and neither Party is authorized to or shall not toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliates of Affiliate, and the patents, subsidiaries, partnerships or joint ventures controlling the systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the systems (nor the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

23. **Construction.** The words "herein," "hereof," "hereunder" and other similar terms refer to this Agreement as a whole and not any particular section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. **"Standard Terms"** shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are hereby incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

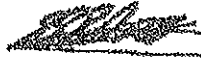
25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Independent Television Ltd.

Signature:



Printed Name:

M Shamsur Rahman

Title:

Editor in Chief & CEO

Date:

26/11/14

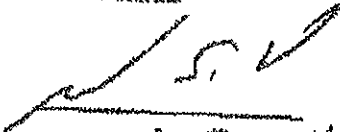
M Shamsur Rahman
Chief Executive Officer

REDACTED media Ltd.

Affiliate:

StarCable MA Inc.

Signature:



Printed Name:

SAJID SUMAR

Title:

Director

Date:

11/26/14

EXHIBIT D



Jamuna Television Limited
 Jamuna Television Bhawan | Jamuna Future Park Complex
 Kc-244, Progoti Sharan | Daudkhara | Dhaka-1229 | Bangladesh
 Phone +880 2 8416066 | Fax +880 2 8416070
 email: info@jamunatv.net
 www.jamunatv.net

NETWORK AFFILIATION AGREEMENT

Between

Jamuna Television
 Jamuna Future Park Complex Kc-244
 Progoti Sharan, Daudkhara
 Dhaka
 Bangladesh

And
 Affiliate: Star Cable NA Inc.
 5550 Bell Blvd Suite 433
 Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Jamuna Television (the "Service").

Service Description: 24 hour Bangla Channel News and Programmes

Licence Fee: USD \$3,500 per Subscriber per Month.

Minimum payment first year: \$12,000 to be paid quarterly in advance. First payment due immediately after signing this contract in amount of \$3,500.

Guaranteed Payment	vs.	Projection payments*
1 st year: \$10,000 per year.		50,000 subscribers @ \$200,000
2 nd year: \$25,000		100,000 subs @ \$250,000
3 rd year: \$34,000		150,000 subs @ \$226,667

*As for this forecast payments will increase according to minimum payment in guaranteed 20% of projections. Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system will be provided on quarterly basis or anytime on written demand from Jamuna Television.

NOTE: PAYMENT: Jamuna Television has right to terminate this contract by giving 60 days written notice to cure for non-payment of minimum guaranteed payment due on above schedule or for extra payment due based on actual number of subs.

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF December 1, 2014, (the "Effective Date")

Conditions as follows:

1. Affiliate shall have exclusive rights for Viacom Wireless, Comcast (IPTV Internet Protocol TV) and Mobile TV.



Jamuna Television Limited
 Jamuna Television House | Jamuna Future Park Complex
 K-946, Project Shantinil (Baridhara) Dhaka-1229 | Bangladesh
 Phone: +880 2 8416066 | Fax: +880 2 8416070
 email: info@jamunatv.net
 www.jamunatv.net

Affiliate may not distribute the Service to another service provider as long as it is under the conditions set forth in this distribution agreement. For any fee that is collected from any distributor, where 50% of the fee shall be paid 90% of the fee shall be paid to the Affiliate. Affiliate shall not knowingly allow unauthorized copying or receipt of the Service. Jamuna TV agrees that any requests that come to regarding coverage on exclusive platform, (Webinar, Webinars, IPTV or Mobile TV) will direct them to StarCable KA Inc. Star Cable shall provide a direct feed to those systems regarding access to programming. Jamuna TV will not have any costs for such feeds. Affiliate's technical support in looking up Service Subscriber VCRs or DVRs, and Service Subscriber recordings of the Service on VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to maintain any unauthorized receipt or recording of the Service in connection with any system. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interest" to be protected by any applicable statute. Affiliate may also authorize another entity or individual to conduct any illegal carriage or piracy of the Service.

2. **Term of Agreement.** The term shall be for a period of three (3) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three (3) years unless either Party provides at least 60 days written notice to the other Party prior to the end of the initial term or any subsequent renewed Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fee and Payment Terms.** Affiliate shall pay Network a License Fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fee due and owing to Network, the Service Subscriber Member for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 10 days after the end of each calendar month during the term ("Due Date").

Any License Fee that is unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.5/100) interest per month (or, if given, the applicable rate allowed by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no time/interest/late fees on any amount owing to Network hereunder. During the Term, Affiliate and each Sponsor shall have the right to display and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, corporations, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "Multiple Locations"). Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on each fixed time delay, and there shall be an alternate channel that would show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to edit or edit any of programs for advertising insertion then 30% of all revenue received from advertising shall be due to Network.

5. **Delivery of Signal.** During the Term, Network shall provide to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each Sponsor, in a digitally compressed mode, by transmitting a signal of the Service via a terrestrial satellite used for transmission of programming. Once the Air or Fiber Network is ready for anything to the contrary herein,



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 www.jamunatv.net

Affiliate, at its own cost and expense, shall be completely responsible for securing or furnishing the Service as it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICE.

5. **Ownership.** All material, rights and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Material") shall remain fully vested in Network throughout the term. Affiliate will use Material in the various and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for transmitting purposes which incorporate any Material. Some of Network's names and/or Marks, its various promotional materials, such as program guides, program listings and bill boards, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written approval is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an endorsement or grant by Network to Affiliate of any title in or to the Material.

7. **Audit.** During the Term, renewal Term, if any, and for 60 months thereafter, Network (or a non-employee fee based) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except as a Party's attorney, consultant, accountant, majority shareholder, principal officer or program provider who have a need to know and agree to be bound by the same obligations of confidentiality, the applicable terms and conditions of this Agreement, or any information provided in connection therewith without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or operates the Service. Neither Party shall issue any press releases or other similar publicity pertaining to the contents of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective successors, assigns and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder in writing agrees to assume all assignor's obligations hereunder.

10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement (a) if the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party will not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (b) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing



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 email: info@jamunatv.net
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non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.

11. Representations and Warranties. Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of law, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to undertake the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of law, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to undertake the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, the other Party's affiliated corporation and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) ("Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the Service (as including any disputes between Affiliate or a System and its Service Subscribers); or against Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claim that the Service programming contains any material (i) that is obscene or defamatory (ii) which violates the right of privacy or publicity (iii) which infringes copyright or trademark or property rights, including music performance rights (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law provided, however, that this indemnification will not cover Liabilities resulting from (i) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (ii) the violation of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to the extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscribers arising out of material other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party for indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, in being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. Covenants. Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially



Jamuna Television Limited
 Jamuna Television Bhawan | Kanawa Future Park Complex
 K-244, Pragati Shiksha | Baridhara | Dhaka-1229 | Bangladesh
 Phone +880 2 8416060 | Fax +880 2 8416078
 email: info@jamunatv.com
 www.jamunatv.com

the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any Systems, other than ordinary wear and tear; and (iii) comply with all applicable laws, statutes, ordinances and regulations and agree that it will (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. Vertical Blanking Interval. Except as otherwise set forth herein, Network retains and reserves all rights in the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology) provided that all primary video feeds transmitted with audio as licensed by Network from program providers remain intact, and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliates. Network shall notify Affiliates in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of information of the signal for any purpose related to the programming, including without limitation (i) closed captioning for the hearing impaired, (ii) a Closed Caption Program (CAP), (iii) identification and rating of other programming, (iv) web related data or other triggers, and (v) vertical image map signals (for system and equipment support on bandwidth, as needed), then Affiliates shall transmit all such programming data from a System to Service Network. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliates agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event shall Affiliates be required to carry any such additional programming or material.

15. Governing Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of these courts for the purposes of such suit, action or proceeding.

16. Arbitration. All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA or such other location agreed to by the Parties. The Parties to the arbitration agree as an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 30 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity use or registration of any mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. Waiver. Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party.



Jamuna Television Limited
 Jamuna Television House | Jamuna Future Park Complex
 K-244, Project Shree | Barishal-1 Dhaka-1228 | Bangladesh
 Phone +880 2 841 6060 | Fax +880 2 841 8070
 email: info@jamunatv.net
 www.jamunatv.net

18. **Notice.** Any notice shall be in writing and shall be hand delivered, sent by airmail or by registered mail or sent by express courier and postage prepaid to the addressee for the Parties set forth on the first page of this Agreement. Notices to Affiliates shall be to:

Starfish LLC
 1834 Holt Road Suite 230
 Naperville, IL 60563

Notices shall be deemed given upon proof of transmission of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and no other oral or written understanding of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venture or agents as between Affiliates and Network, and neither Party is authorized to or shall not covered third parties or the public in any manner which would indicate any such relationship. Moreover, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliates by virtue of this Agreement or Affiliate's receipt of the Service hereunder. Network disclaims any present or future right, interest or claim in or to the transmission facilities of Affiliates, any affiliates of Affiliates, and the parent, subsidiaries, partnerships or joint ventures controlling the operation of the system in which the Service is transmitted, such disclaimers being in acknowledgment that neither Affiliates nor the transmission facilities of the system (nor the system thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions under either circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

23. **Construction.** The words "herein", "hereof", "hereunder" and other similar terms refer to this Agreement as a whole.

[Handwritten signature] SS



Jamuna Television Limited
 Jamuna Television House | Jamuna Future Park Complex
 K-244, Progoti Shyveti | Dohadara | Dhaka-1229 | Bangladesh
 Phone +880 2 8476660 | Fax +880 2 8476670
 email info@jamunatv.net
 www.jamunatv.net

and not any particular section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, *Multico* shall use the best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Jamuna Television

Signature: _____

Printed Name: _____

Title: _____

Date: 01/12/2014

Witness:

Star Cable SA, Inc.

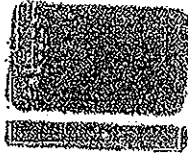
Signature: _____

Printed Name: _____

Title: _____

Date: 12/11/14

EXHIBIT E



A Single Seattle TV Channel

CHANNEL-16

Inight Television
1000 1st Avenue, Suite 1000
Seattle, WA 98101

For information only
no action shall be taken
without the approval of the Board

Ref:

Date: 1/25/2014

MEMORANDUM FOR THE BOARD OF DIRECTORS

Re:

Channel 16
VHF Frequency
FCC License
Regulation

As to:
Application for Channel 16, Inc.
to be licensed as a VHF station
operating on the 16th channel

The Commission of the Federal Communications Commission ("FCC") has received an application from Channel 16, Inc. ("Channel 16") for a license to operate a VHF station on the 16th channel of the VHF spectrum in the Seattle area. Channel 16 is a subsidiary of Inight Television, Inc. ("Inight").

Channel 16 is currently operating on the 16th channel of the VHF spectrum in the Seattle area.

Channel 16 is currently operating on the 16th channel of the VHF spectrum in the Seattle area.

Channel 16 is currently operating on the 16th channel of the VHF spectrum in the Seattle area.

Channel 16 is currently operating on the 16th channel of the VHF spectrum in the Seattle area.

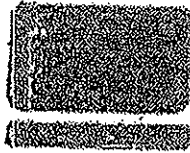
Channel 16 is currently operating on the 16th channel of the VHF spectrum in the Seattle area.

Channel 16 is currently operating on the 16th channel of the VHF spectrum in the Seattle area.

Channel 16 is currently operating on the 16th channel of the VHF spectrum in the Seattle area.

Channel 16 is currently operating on the 16th channel of the VHF spectrum in the Seattle area.

SS
[Signature]



A. Sample Defective TV Channel

CHANNEL 16
Insignia
16
Insignia
16
Insignia
16
Insignia
16

It is noted that the...
...
...

Def:

"The...
...
..."

Def:

1. There is a...
...
..."

2. It is...
...
..."

The...
...
..."

3. It is...
...
..."

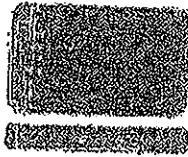
4. On...
...
..."

5. It is...
...
..."

WIT...
...
..."

6. On...
...
..."

55
[Signature]



A Thought Provoking TV Channel
CHANNEL 16
Thought Provoking
channel 16

Handwritten notes in the top right corner, including "Handwritten notes" and "Handwritten notes".

Ref:

Date:

2. *Handwritten note:* The above information is for your information only. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

3. *Handwritten note:* The above information is for your information only. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

4. *Handwritten note:* The above information is for your information only. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

5. *Handwritten note:* The above information is for your information only. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

6. *Handwritten note:* The above information is for your information only. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

7. *Handwritten note:* The above information is for your information only. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

8. *Handwritten note:* The above information is for your information only. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

Handwritten signature and initials in the bottom right corner.

CHANNEL-16

1. What is the purpose of the document?
 2. What are the main points of the document?
 3. What are the main points of the document?

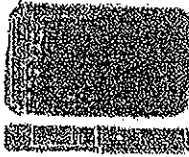
Date: _____

ಶ್ರೀಮತ್ ಸರ್ವಜ್ಞಾಚಾರ್ಯರಾದ ಶ್ರೀಮದ್ಬಸವೇಂದ್ರರು ಈ ಪಂಥವನ್ನು ಪ್ರತಿಪಾದಿಸಿದುದು ಬಹಳ ಮೊದಲಿನಿಂದಲೂ ಇರುವುದು. ಆದರೆ ಅದು ಕಾಲಕ್ರಮೇಣ ಮರೆಯಲ್ಪಟ್ಟಿತು. ಆಗಲೇ ಈ ಪಂಥವನ್ನು ಪ್ರತಿಪಾದಿಸಿದುದರಿಂದಲೇ ಈ ಪಂಥವು ಮತ್ತೆ ಜನರಲ್ಲಿ ಪ್ರಸಾರವಾಯಿತು.

[illegible][illegible][illegible][illegible]

22. Systemic drugs. These are drugs that are used to treat the whole body. They are usually given in the form of tablets, capsules, or injections. They can be used to treat a wide range of conditions, including infections, inflammation, and chronic diseases. Some examples of systemic drugs include antibiotics, painkillers, and blood pressure medications.

55
2/2/20



A Through Satellite TV Channel

CHANNEL-16
Inflight Entertainment
 6000 W. 10th Street, Suite 100
 Tulsa, Oklahoma 74107

*Please leave this card
 with your satellite provider
 for the installation*

Ref:

Ref:

22. Channel 16, the words "Channel 16", "Channel 16 Entertainment", and other similar terms used in this Agreement as a trademark and not any particular product or service feature the content already available elsewhere. Such trademarks referred to in this Agreement shall be deemed to be the property of the respective owner. The trademarks contained in this Agreement are included for use on the website only and shall not be used for any other purpose without the prior written consent of the owner of the trademarks.

23. "Channel 16" shall mean the Channel 16 Entertainment Channel as shown on the 16th floor of the 16th Street Tower, 16th Street, New York, New York, as of which time the Channel 16 Entertainment Channel is located. In the event of any conflict between the terms of this Agreement and the Channel 16 Entertainment Channel, the terms of this Agreement shall prevail.

24. Although Channel 16 Entertainment will make good faith efforts to ensure that the content and messaging of the Channel 16 Entertainment Channel is consistent with the terms and conditions of this Agreement, Channel 16 Entertainment does not warrant or provide any other representation or warranty regarding the content or quality of the content.

25. THE ENTIRE AGREEMENT, including the terms and conditions of this Agreement, is hereby accepted by the party executing the signature below.

Channel 16

Signature

Printed Name

Title

Date

[Signature]
 11/25/2014

N.I. Mann A

Signature

Signature

Printed Name

Title

Date

Star Cable USA Inc.

[Signature]
 11/25/2014

Manager

11/25/2014



A Multiple Access TV Channel

CHANNEL-16

Image Text
Image Text Image Text Image Text

*If you have a dream
you can think and create
for the world...*

Ref.

Date:

Channel 16's others agreement with others party such Jago bd and Radiant IP TV will be continue after completion the agreement with Star Cable NA Inc.

ALS
Channel 16 will reserves the right to do other agreement with others party after completion the agreement with Star Cable NA Inc.

Star cable NA Inc will not be allowed to broadcast the program of channel 16 by changing its original program and using extra logo.

Star cable NA Inc. should provide required legal papers for immigration purpose and bear other expenditure if anyone needs to go in USA for business purpose.

Channel 16 will reserve the right to cancel the agreement if payment is due by declaration of one month prior notice.

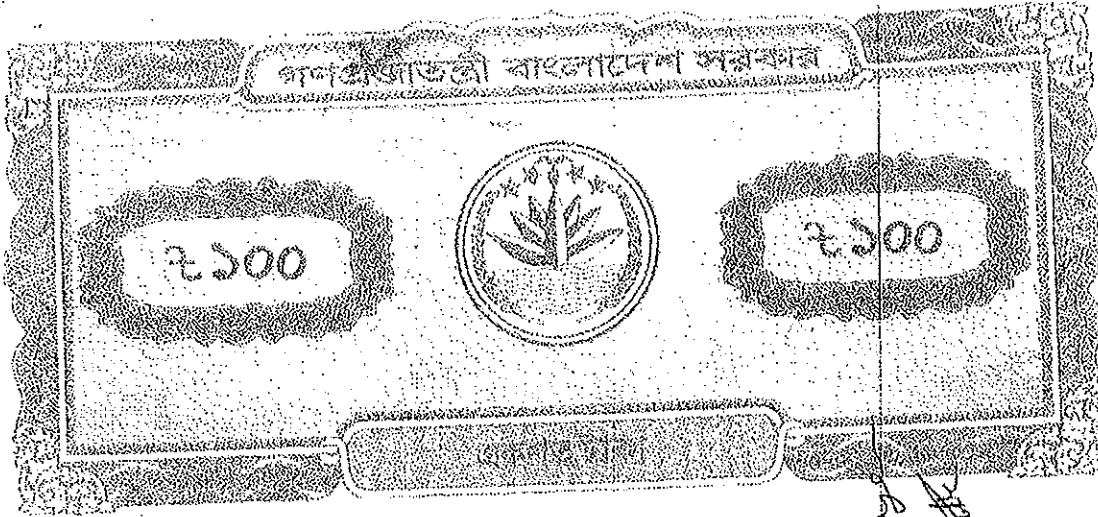
SS
~~Both parties can cancel the agreement after declaration three months prior notice.~~

Star cable NA Inc. will have to pay payment through banking channel.

Star Cable NA Inc. will pay yearly subscription payment by two installments.

S. J.
SASIM SETHAL
11/25/2014

EXHIBIT F



BROADCAST RIGHTS AGREEMENT

২৫৪৭৫৬৮

BROADCAST RIGHTS AGREEMENT ("Agreement") as of this 09 day of July 2017 by and between LALON TV INC. DBA TOTAL TV's [New York Corporation ("Distributor")]. Whose principal place of business is at 34-27 Steinway St. Astoria NY 11101 (hereinafter referred to as "LALON TV," and Channel-16 TV Insight Telecast Company Limited, B.T.M.C. Bhaban, 7-9 Kawran Bazar 5th floor, Dhaka-1215, Bangladesh.

RECITALS

WHEREAS, "LALON TV" is an operator of cable, broadband, IPTV and satellite television channels in the North America including United States, Canada and Europe;

WHEREAS, "CHANNEL-16 TV" is a television network and production company serving the domestic and international Bangladeshi community,

WHEREAS, "LALON TV" desires to acquire the exclusive broadcast rights to CHANNEL-16 TV for all media including cable, broadband, IPTV, satellite and mobile media in the North America including United States, Canada and Europe (the "Territory")

WHEREAS, Channel-16 TV desires to grant LALON TV the exclusive rights to utilize the Channel-16 TV in the Territory for all media including cable, broadband, IPTV, satellite and mobile media;

NOW, THEREFORE, in consideration of ten (\$10 00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Broadcast Rights.

- (a) Channel-16 TV hereby grants LALON TV the exclusive broadcast rights to Channel-16 TV Media Programming for all media within the Territory
- (b) The CHANNEL-16 TV's program shall at all time remains the property of Channel-16 TV subject to Channel-16 TV's obligations hereunder.
- (c) LALON TV's broadcasts of the Channel-16 TV shall display Channel-16 TV's logotype, which logotype shall remain the sole and exclusive property of Channel-16 TV.
- (d) In addition to the Channel-16 TV programming Lalon Tv shall have the right to broadcast its own produce local commercial material/programs with the prior approval of Channel-16 TV.
- (e) Anything to the contrary contained herein notwithstanding, Lalon TV shall not permit any third party to utilize the Channel-16 TV Programming or Channel-16 TV's logotype, without Channel-16 TV's prior written consent.



২. Term ৪৫২১০৭৫

- (a) The term of this Agreement (the "Term") shall be for a period of 10 (Ten) years and shall commence on July 9th 2012 on the date of the launch on the territory, whichever is later and shall continue until August 6th 2022 or the 10th anniversary of the launch, whichever is later. In the event neither party provides notice of termination of this Agreement in accordance with Article 9 hereof 180 days before the expiry date, the agreement shall be deemed renewed for another ten (10) years upon the term and conditions set forth herein.
- (b) Notwithstanding anything contained in clause (1) the Agreement may be renewed by mutual discussion by the Parties on terms and conditions as may be determined by them.

3. Revenue Share:

Channel-16 TV will receive the following percentage of Gross Revenue through content distribution to other providers, for example: content delivered to Direct TV, Dish Network or any other cable operators etc. ; and Net Advertising (Net Agency Commissions, if any) Revenue

Year	Channel-16 TV	Lalon Tv Inc
1-2	40%	60%
2-10	50%	50%

- a. For bundled services, for any media, payment will be in direct proportion which the bundled revenue per subscriber bears to the a-la-carte revenue per subscriber.
- b. For broadcast of Channel-16 TV's Programming through any media in Canada and Europe the above payments will be in Canadian Dollars and Euro.
- c. Lalon TV Inc will not share any revenue with Channel-16 TV for LalonTV Inc. own subscribers (for example: individual customers).
- d. Both parties acknowledge and agree that there may be a free preview period up to sixty (60) days, as determined by the platform provider, in which case no payment will be due for that period

4. Duties of Channel-16 TV:

- (a) Throughout the Term Channel-16 TV shall provide first quality programming on a continual basis to Lalon Tv and make the same available by transmission feed to Lalon Tv in Bangladesh, Singapore or Hong Kong.
- (b) Channel-16 TV will provide a secure space with minimum 2 Mbps of internet (upload and download) speed and un-interrupt power supply to feed providing server to Lalon Tv in the Channel-16 TV office.
- (c) Channel-16 TV will provide an electronic programming guide (EPG) at least two weeks in advance of the first day of each month. Any changes or updates to the EPG will be immediately emailed to Lalon Tv.

Sag
11/1/18

5. Duties of Lalon TV:

- (a) Lalon TV shall use best efforts to maximize the distribution of the Channel-16 TV and its subscriber base in the Territory throughout the term.
- (b) Lalon TV will pick-up signal from Bangladesh or Singapore or Hong Kong or London or any other convenient place and delivers the same to each and every platform after PAL to NTSC conversion.
- (c) Lalon TV will be responsible for the cleanup of the feed including any time delay, when needed and economically feasible.
- (d) Lalon TV Inc. will rebroadcast to any media without making any modification to content provided by Channel-16 TV Programming.
- (e) Lalon TV Inc. will be granted permission to add local advertising commercial. Time will follow international standards, such as there will be no more than 12 minutes of commercial advertising per hour of air time.

Advertisement shall only be local to territory and not general for all subscribers. For example, advertise from New York shall only be shown in New York region, advertise for California shall only be available for subscribers in California.

6. Representations and Warranties:

(a) **Representations by Channel-16 TV.**

Channel-16 TV hereby represents and warrants to Lalon TV as follows:

(i) Due incorporation, etc. Channel-16 TV has the corporate power and authority and all necessary governmental approvals to enter into the transactions covered by this Agreement.

Authorization, No Conflicts, etc. This Agreement has been duly and validly executed and delivered by Channel-16 TV and constitutes a valid and binding agreement of same, enforceable against Channel-16 TV in accordance with its terms.

(ii) Consents and approvals. To Channel-16 TV's knowledge, no consent, approval or authorization, declaration, filing, or registration with any United States or Bangladeshi governmental or regulatory authority is required to be made or obtained by Channel-16 TV in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(iii) Survival. The representations and warranties made by Channel-16 TV herein shall expire on the termination or expiration of this Agreement.

(b) **Representations by Lalon TV.**

Lalon TV hereby represents and warrants to Channel-16 TV as follows:

Signature
Signature

- (i) Due Incorporation etc. Lalon Tv shall be duly organized validly existing and in good standing under the laws of the State of its information.
- (ii) Authorization, No Conflicts, etc. This Agreement has been duly and validly executed and delivered by Lalon Tv and constitutes the valid and binding agreement of Lalon Tv, enforceable against Lalon Tv in accordance with its terms.
- (iii) Consents and Approvals. To Lalon Tv's knowledge, no consent, approval or authorization, of, or declaration, filing, or registration with, any United States federal or state governmental or regulatory authority, or any other party, is required to be made or obtained by Lalon Tv in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.
- (iv) Survival. The representations and warranties made by Lalon Tv herein shall expire on the termination or expiration of this Agreement.

7. Cooperation.

The parties shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.

8. Exclusive Dealing.

The parties agree that Lalon Tv has exclusive broadcast rights and Channel-16 TV shall not engage or enter into any partnerships, broker relationships or other similar agreements with third parties with respect to the Channel-16 TV in the territory.

9. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if and when delivered personally, or sent by facsimile transmission (with confirmation by recognized international courier such as Federal Express or DHL, which provides service between the United States and Bangladesh), or by registered international courier such as DHL or Federal Express or some other reputable overnight carrier which provides service between the United States and Bangladesh (or when delivery is rejected or refused), to the parties at the following addresses and facsimile numbers:

If to Channel-16 TV., addressed to

Channel-16 TV Insight Telecast Company Limited
B.T.M.C. Bhaban,
7-9 Kawran Bazar 5th floor,
Dhaka-1215, Bangladesh

Attn: Md. Sayem Faroky
Managing Director (International Affairs)

If to Lalon Tv Inc., addressed to:

Lalon Tv Inc.
15 Westmoylan In
Coram, NY 11727
Attn: Ahmodul Barobhitiya
CEO

Signature
Signature

Says
Date

or to such other place and with such other copies as many designate by written notice to all other parties provided in the manner set forth herein.

10. Arbitration.

In case of any disagreement, misunderstanding or dispute arises between the parties - the parties shall try resolve the issue on mutual discussion between the representatives the parties concern. But in case the disagreement, misunderstanding or dispute cannot be resolved mutually, the matter shall be referred to an Arbitrator who will be selected by mutual consent of both the parties concern. The opinion /verdict of the Arbitrator shall be binding on both the parties.

11. Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, rule, or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

12. Entire Agreement.

This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this Agreement, including the schedules and exhibits hereto contains the sole and entire Agreement between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only in a writing duly executed by or on behalf of each of the parties hereto.

13. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and facsimile signatures hereof shall be deemed effective and binding as original signatures.

14. Headings, Gender etc.

The headings used in this Agreement have inserted for convenience, do not modify the terms of this Agreement and do not constitute matter be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other gender, (b) words using the singular or plural number, respectively, (c) references to "hereof," "herein," "hereby" and similar terms shall refer to this entire Agreement and (d) the words - "include" and "including" shall be construed as incorporating but not limited to" or "Without limitation." The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express that mutual intent and no rule of strict construction shall be applied against any person. References to Schedules and Exhibits of this Agreement shall be deemed to refer to such Schedules and Exhibits as supplemented or amended as applicable.

15. Employees.

Neither party shall be deemed an employer of the other or its employees and neither party shall have any obligation to pay wages or benefits (or to fund any pension plan) or to employ any employee of the other.

16. Binding Effect.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither Lalon TV nor Channel-16 TV may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the and date first written above.

Channel-16 TV.
By: Md. Sayem Faruky

LALON CABLE TV INC.
By: Almodul Barobhniya

Its: Director (International Affairs) Its: CEO

.....
Sayem

.....
Almodul Barobhniya

EXHIBIT G



Jamuna Television Limited
Jamuna Television Bhavan I Jamuna Future Park Complex
Ka-244, Pragati Shoroni I Baridhara I Dhaka-1229 I Bangladesh
Phone: +880 2 8416060 I Fax: +880 2 8416070
email: info@jamunatv.net
www.jamunatv.net

January 10, 2017

TO WHOM IT MAY CONCERN

This is to certify that *IStop Media & Entertainment Inc. (Radiant IPTV)* is our client to operate IPTV & CDN (Content Distribution Network) business. This provider grants right to broadcast Jamuna TV in North America (USA & Canada). No other organization has any valid exclusive rights with Jamuna Television Ltd. (JTV) to broadcast Jamuna Television anywhere in the world at the present.

If you have any additional questions or require further clarification, please, do not hesitate to contact with us to the following address.

Thanking You,

A handwritten signature in black ink, appearing to read "A.S.M.", written over a horizontal line.

A S M Arifur Rahman
Head of Broadcast Operation Engineering & ICT
Cell: +880 1777778888
Email: arif@jamunatv.net

EXHIBIT H



Shamol Bangla Media Ltd.

Date: 9th January 2017

To Whom It May Concern:

This is to certify that Star Cable NA have no valid agreement or the rights to broadcast/represent BANGLAVISION, a satellite TV channel owned by 'Shamol Bangla Media Ltd' in Bangladesh.

'Banglavisoin North America Inc', a subsidiary of Shamol Bangla Media Ltd, owns all rights and representation of BANGLAVISION in the North America region.

Should you have any queries regarding this matter please feel free to contact me.

Ishraque Hossain,
Deputy-Managing Director
Shamol Bangla Media Ltd (BANGLAVISION)

Noor Tower, 110 Bir Uttam CR Dutta Road,
Dhaka - 1205, Bangladesh.

Phone: 880-2-9669408
Pabx: 880-2-9632030-45
email: i.hossain@banglavisoin.tv

বাংলাভিশন

Noor Tower, 110 Bir Uttam CR Dutta Road, Dhaka-1205, Bangladesh
Phone : 9632030-45, Fax: 880-2-9673867 (News), 880-2-8627191 (Marketing)
880-2-9612296 (Proc. HR & Admin), e-mail: info@hannlavisoin.tv, Web : www.hannlavisoin.tv

EXHIBIT I



excellence in innovation

To Whom It May Concern

This is to certify that Star Cable NA, INC. has no valid legal agreement with V.M. International Limited (mytv) and Star Cable NA, INC. has absolutely no rights to broadcast or represent mytv channel anywhere in the world.

Should you have any question, you may contact with the following address.

Thank You

ZEKER UDDIN SAMRAT

Director (News & Broadcast)

mytv Bangladesh

www.mytvbd.tv

+8801766333333

Zeker Uddin Samrat
Director (News & Broadcast)


150/3, 155, East Ullan, Hatirjheel, Dhaka-1219



Sister Concern of

V.M. INTERNATIONAL LTD.

Head office : mytv Bhaban, 155, 150/3 East Ullan, Hatirjheel, Dhaka-1219,
Tel : 02-55128896-8, Fax : 02-55128899, Web : mytvbd.tv, E-mail : info@mytvbd.tv

Corporate office : 55, Bishwajit C.P. Datta Road, Miniforce Tower (5th Floor), Rana Plaza, Dhaka-1000

EXHIBIT J



একুশে টেলিভিশন
Committed to Change

Mr. Sajid Sohail
Director
Star Cable NA INC
3839 Bell Blvd.
Suite# 233
Bayside, N.Y. 11361

23rd August, 2016

Sub: Termination of Channel Partnership Agreement

Dear Mr. Sohail,

The Channel partnership Agreement dated 6th June, 2016 signed and executed between Ekushey Television Limited USA and Star Cable NA INC is hereby terminated with immediate effect.

Thanking you,

F. Alam
Fakrool Alam
T. Coordinator (USA)

EXHIBIT K



**Business Agreement for TV Channel &
Content Distribution Right (NON-EXCLUSIVE) of
Asian Telecast Limited (Asian TV)**

This agreement made on this 06 day of June, 2016 by and between Asian Telecast Limited ("Provider") having its registered address at House # 60, Block # A, Road # 1, Niketon, Gulshan-1, Dhaka, Bangladesh and 1Stop Media & Entertainment Inc. (dba Radiant IPTV) (<http://www.radiantiptv.com>) having its registered address at 3833 Gladstone Drive, Naperville, IL 60565, United States ("Client") has decided to operate IPTV & CDN (Content Distribution Network) business by agreeing mutually below terms:

- a) Client has decided to launch an IPTV service under the brand name of "Radiant IPTV" by delivering Bangla, Hindi & English TV channels over Internet Protocol without being restricted by any geographic boundary.
- b) Territory: Provider grants right to Client to show Asian TV Radiant IPTV
- c) This deed of agreement is valid for Non-Exclusive rights only.
- d) Client will receive the Asian TV Live feed through Satellite (Free to the Air) only.
- e) Client has the marketing and promotional experience that would compliment the ideas and concepts that Client has created to serve Bengali community to meet the growing demand of quality Bangla content viewing.
- f) Client will offer viewing Asian TV channel via Set Top Boxes, Mobile apps & web sites.

Financials, Reporting & Settlement:

- a. Client will provide per month net fifty thousand (50,000) Taka with advance six (6) months payment system.
- b. Both the Client & Provider agree to co-operate with each other to make this venture a success. Same time, Provider shall not disclose the technology/know how to any third parties/TV channels/competitors without prior permission of the Client.





Length of agreement:

This business agreement will be valid for a minimum three (03) year as initial term, unless it is terminated by both client and provider with advance notice of six (6) months by showing reasonable grounds in writing. After initial term ends, the agreement will be renewed automatically for next 3 years unless each party has full rights to get out of the contract by advance notice.

- a. Neither parties may assign, nor otherwise transfer any rights under this agreement.
- b. This agreement may be revised from time to time by both the parties to update any changes that may take place upon mutual discussion.
- c. Provider agrees to offer distribution right of broadcasting / rebroadcasting / stream live channel over IP network during the validity of this agreement duration mainly through any streaming set top box and mobile devices.
- d. Radiant IPTV also act as one of the advertising agents in overseas by agreeing upon fees set forth by Provider for airing third party advertisement clips on TV channel.
- e. Provider gives authority to Client to use exact logo without any modification for sells & marketing purposes both in the print and electronic forms. Also, Provider agrees to allow the use of logo on websites, marketing flyers, posters, leaflets as well as within IPTV system & sub-systems, STBs etc.
- f. The client will not be allowed to modify, change or alter the contents of drama etc. with our prior written consent of the provider.
- g. Provider will help & co-operate Client to take down illegal operator's stream/feed of Asian TV by demand of the Client's notice. It's imperative that Provider also agrees to give take down notice upon mutual discussion with Client.
- h. In case of any dispute or violation of the terms stated in this agreement, the parties will have the rights to go for arbitration in the courts of State of Illinois & state of New York of the United States of America or International Arbitration Center in Dhaka, Bangladesh subject to mutual understanding.





By signing below, both the parties agree to abide by the terms & conditions above as a binding to each other for the business scopes set forth.

For,
Asian Telecast Limited.
(Asian TV)

Name: K M Abdullah

Title: Executive Director

Date: June 06, 2016

Tel: +880 1711 544997

Email: info@asiantvbd.com

For,
1Stop Media & Entertainment Inc.

Name: Atiqur Rahman

Title: Operations Manager

Date: June 06, 2016

Tel: +880 1755 078100

Email: arahman@radlantiptv.com

EXHIBIT L



Business Agreement for IPTV Channel & Content Distribution Right (Exclusive) of Asian Telecast Ltd.(Asian TV)

This agreement made on this 20 day of November, 2014 by and between Asian Telecast Ltd.(Asian TV) ("Provider") having its registered address at House-60,Road-1,Block -A,Niketon, Gulshan-1, Dhaka-1212 and IStop Media & Entertainment / DBA Radiant IPTV (<http://www.radiantiptv.com>) having its registered address at 3833 Gladstone Drive, Naperville, IL 60565, USA ("Client") has decided to operate IPTV & CDN (Content Distribution Network) business by agreeing mutually below terms:

1. Client has decided to launch an IPTV service under the brand name of "Radiant IPTV" by delivering Bangla, Hindi & English TV channels over Internet Protocol without being restricted by any geographic boundary.
2. Provider will give 24/7/365 feeds of Asian Telecast Ltd. (Asian TV) channels.
3. Client has the marketing and promotional experience that would compliment the ideas and concepts that Client has created to serve Bengali community to meet the growing demand of quality Bangla content viewing.
4. Client has put together the necessary documentation and operational plans to bring the ideas and concepts to market & sell services mainly to Bangladeshi community worldwide.
5. Client and Provider agree to share the revenue from selling the VOD content via IPTV/CDN platform. The live channel feed will be offered by the Provider. Provider shall focus more on specialized content offerings and gain revenue in periodic basis (for every purchase) from selling VOD content such as dramas, movies, news footage, especial shows, events etc.
6. Client's marketing team will determine the value of every media contents that is to be offered by the Provider and place in VOD library with an appropriate dollar value. Based on the demand and popularity of individual media content, Client will determine for how long it will be offered/shown for selling and those to be offered to IPTV subscribers.





7. Client will also setup a B2B online CDN (Content Distribution Network) and delivery platform to sell all content of Provider via e-commerce enabled websites/hosting platforms or via designated third parties as whole or partially deems appropriate for the business interest of the Client. Here also, the revenue will be shared again by both Client & Provider.

7. Client will offer viewing Asian Tv IPTV channels via Set Top Boxes, Mobile apps & web sites.

8. Financials, Reporting & Settlement:

a) Client agrees to pay Provider for its Subscription as per following table:

Payment:

- 1. IStop Media & Entertainment Inc / DBA Radiant IPTV will provide 30,000 (Thirty Thousand) Per Month in the First year.*
- 2. Payment terms will be reviewed every 12 Months (1 Year).*

9. Client will designate an associate who will collect new content from Provider in weekly basis by DVD, HDD, Pen Drive etc. and Client will upload and index the same in VOD server immediately.

10. Both the Client & Provider agree to co-operate with each other to make this venture a success. Same time, Provider shall not disclose the technology/know how to any third parties/TV channels/competitors without prior permission of the Client.

11. Length of agreement - This business agreement will be valid for a minimum **three (03) year** as initial term, unless it is terminated by the Client with advance notice of twelve (12) month by showing reasonable grounds in writing. After initial term ends, the agreement will be renewed automatically for next 3 years unless each parties have full rights to get out of the contract by advance notice.





12. Provider agrees to play client's sales promotional TV Scroll 24 hours and also air promotional/sales video clips of Radiant IPTV FREE of cost time-to-time based on mutual plan set forth with Client.

13. Neither parties may assign, nor otherwise transfer any rights under this agreement.

14. This agreement may be revised from time to time by both the parties to update any changes that may take place upon mutual discussion.

15. Provider agrees to offer EXCLUSIVE worldwide distribution right of broadcasting / rebroadcasting / stream live channel over IP networks during the validity of this agreement duration.

16. 1Stop Media also intends to act as one of the advertising agents in overseas by agreeing upon fees set forth by Provider for airing third party advertisement clips on TV channel.

17. Provider gives authority to Client to use exact logo without any modification for sells & marketing purposes both in the print and electronic forms. Also, Provider agrees to allow the use of logo within IPTV system & sub-systems, STBs etc.

18. The client will not be allowed to modify, change or alter the contents of drama etc. with our prior written consent of the provider.

19. In case of any dispute or violation of the terms stated in this agreement, the parties will have the rights to go for arbitration in the courts of State of Illinois of United States of America or International Arbitration Center in Dhaka, Bangladesh subject to mutual understanding.





By signing below, both the parties agree to abide by the terms & conditions above as a binding to each other for the business scopes set forth.

For,
Asian Telecast Ltd.(AsianTV)

A handwritten signature in black ink, appearing to be "A.M. Mahmud", written over a horizontal line.

Name: A.M.Mahmud(Lipon)

Title: Deputy Manager

Date:20-11-1014

Tel:0198-2275-809

Email:lipon.mahmud@gmail.com

For,
IStop Media & Entertainment Inc.
(Radiant IPTV)

A handwritten signature in black ink, appearing to be "Aliqur Rahman", written over a horizontal line.

Name: Aliqur Rahman,MBA

Title: Operations Manager

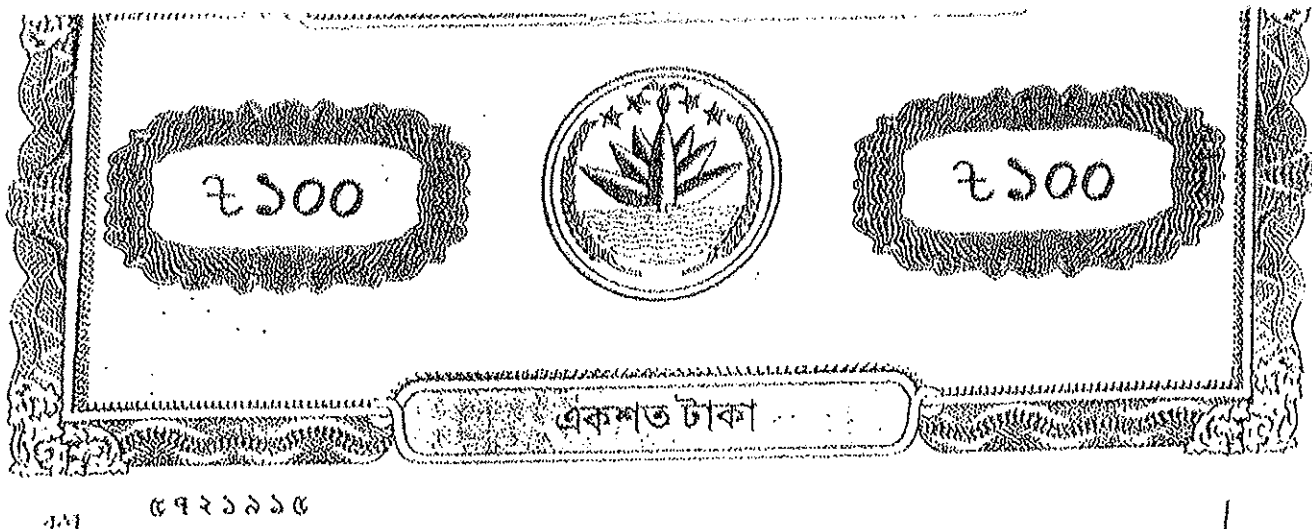
Date:20-11-14

Tel:0175-5078-100

Email:arahman@radiantiptv.com

Very Good
Donny
For

EXHIBIT M



Business Agreement for Mobile Apps
(Non-Exclusive)

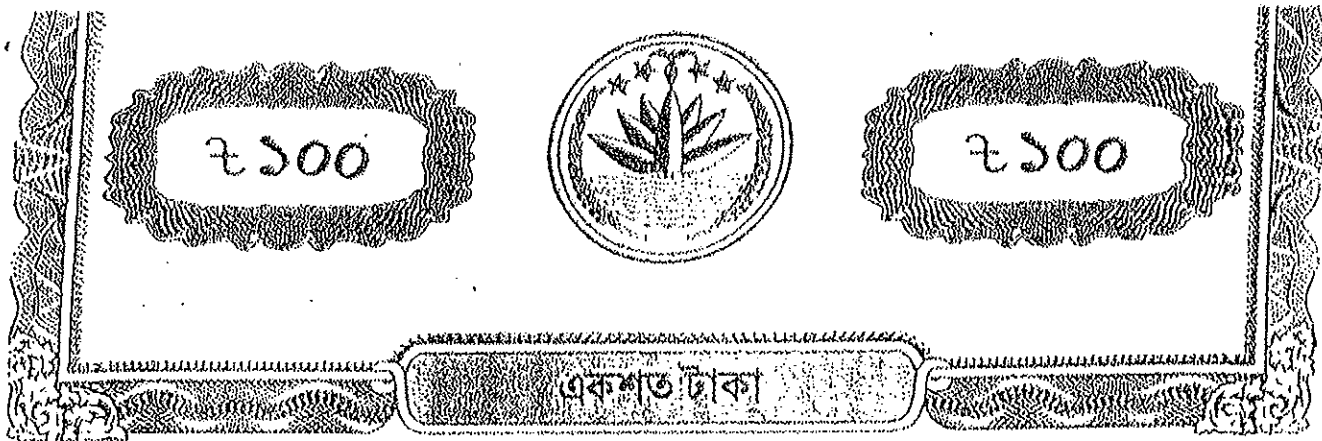
This agreement made on this 23th day of September, 2014 by and between ATN Bangla Ltd. (Multi Media Production Co. Ltd.) having its registered address at WASA Bhabon, 1st Floor, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka - 1215, Bangladesh and *IStop Media & Entertainment Inc / DBA Radiant IPTV* (Corp - www.radiantiptv.com) having its registered address at 3833 Gladstone Drive, Naperville, IL 60565, USA ("Client") has decided to operate IPTV & CDN (Content Distribution Network) business by agreeing mutually below terms:

1. Client (*IStop Media & Entertainment Inc.*) has decided to launch Mobile Apps - Android and iPhone under the brand name of "Radiant IPTV" by delivering Bangla TV channels over mobile device without being restricted by any geographic boundary.
2. Client has the marketing and promotional experience that would compliment the ideas and concepts that Client has created to serve Bengali community to meet the growing demand of quality Bangla content viewing.
3. Client has put together the necessary documentation and operational plans to bring the ideas and concepts to market & sell services mainly to Bangladeshi community.

7. Financials, Reporting & Settlement:

In the mobile world, standard business models are to charge between \$1-\$10 for an application, which is then shared between the application owner and the distribution platform. Radiant IPTV is proposing to work with your TV channel to share the revenue in periodic basis by the best in live streaming via Apps.

Contd....Page : 2



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Page : 2

The Following number of subscription monthly fees through Mobile Apps:

<i>Payment: 1 Stop Media will share and will generate report to ATN Bangla in monthly basis individually and will settle the payment within next 15 days.</i>	Start-ups 3 Months Free Per Subscriber/Month - \$0.10c
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8. Both the Client & Provider agree to co-operate with each other to make this venture a success. Same time, Provider shall not disclose the technology/know how to any third parties/TV channels/competitors without prior permission of the Client.

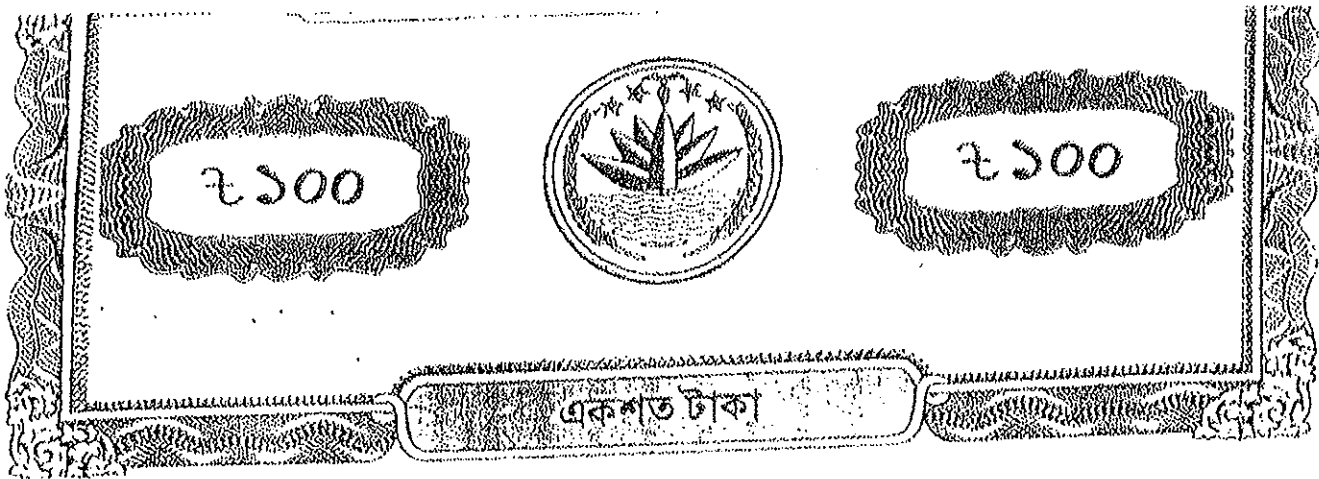
9. Length of agreement - This business agreement will be valid for a minimum three (03) year as initial term, unless it is terminated by the Client with advance notice of three (3) months by showing reasonable grounds in writing. After initial term ends, the agreement will be renewed automatically for next 3 years unless each parties have full rights to get out of the contract by advance notice.

10. Provider agrees to air promotional/sales video clips of Radiant IPTV FREE of cost time-to-time based on mutual plan set forth with Client.

11. Neither parties may assign, nor otherwise transfer any rights under this agreement.

12. This agreement may be revised from time to time by both the parties to update any changes that may take place upon mutual discussion.

13. Provider gives authority to Client to use exact logo without any modification for sells & marketing purposes both in the print and electronic forms.



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Page : 3

14. In case of any dispute or violation of the terms stated in this agreement, the parties will have the rights to go for arbitration in the courts of State of Illinois of United States of America or International Arbitration Center in Dhaka, Bangladesh subject to actual understanding.

By signing below, both the parties agree to abide by the terms & conditions above as a binding to each other for the business scopes set forth.

For,
Atn Bangla Ltd.

Name: G.M Md. Shamsul Huda

Title: Advisor Sales & Marketing

Date: September 23, 2014

Tel: 01713064411

Email: mshuda atnbangla@gmail.com

For,
IStop Media & Entertainment Inc.

Name: Atiqur Rahman

Title: Operations Manager

Date: September 23, 2014

Tel: 01755078100

Email: arahman@radiantiptv.com

Witness :

(Moniruzzaman Monir)
Senior Vice President
Finance & Accounts

Witness :

EXHIBIT N



Business Agreement for ATN NEWS TV Channel & Content Distribution Rights (Non Exclusive)

This agreement made on this 1st day of December 2014 by and between ATN News Limited ("Provider") having its registered address at Hassan Plaza, 53 Karwan Bazar C/A, Dhaka # 1215 and *IStop Media & Entertainment Inc / DBA Radiant IPTV* (<http://www.radiantiptv.com>) having its registered address at 3833 Gladstone Drive, Naperville, IL 60565, USA ("Client") has decided to operate IPTV & CDN (Content Distribution Network) business by agreeing mutually below terms:

1. Client has decided to launch an IPTV service under the brand name of "Radiant IPTV" by delivering Bangla, Hindi & English TV channels over Internet Protocol without being restricted by any geographic boundary.
2. Client has the marketing and promotional experience that would compliment the ideas and concepts that Client has created to serve Bengali community to meet the growing demand of quality Bangla content viewing.
3. Client has put together the necessary documentation and operational plans to bring the ideas and concepts to market & sell services mainly to Bangladeshi community.
4. Client and Provider agree to share the revenue from selling the VOD content via IPTV/CDN platform. Provider shall focus more on specialized content offerings and gain revenue in periodic basis (for every purchases) from selling VOD content such as dramas, movies, news footage, especial shows, events etc.



Page : 2

5. Financials, Reporting & Settlement:

Payment:

1. IStop Media & Entertainment Inc / DBA Radiant IPTV will track the following payment system:

Month 1-3	BD Tk. 25000/month
Month 4-6	BD Tk. 30,000/month
Month 7-12	BD Tk. 35,000/month

6. Client will designate an associate who will collect new content from Provider in weekly basis by DVD, HDD, Pen Drive etc. and Client will upload and index the same in VOD server immediately.

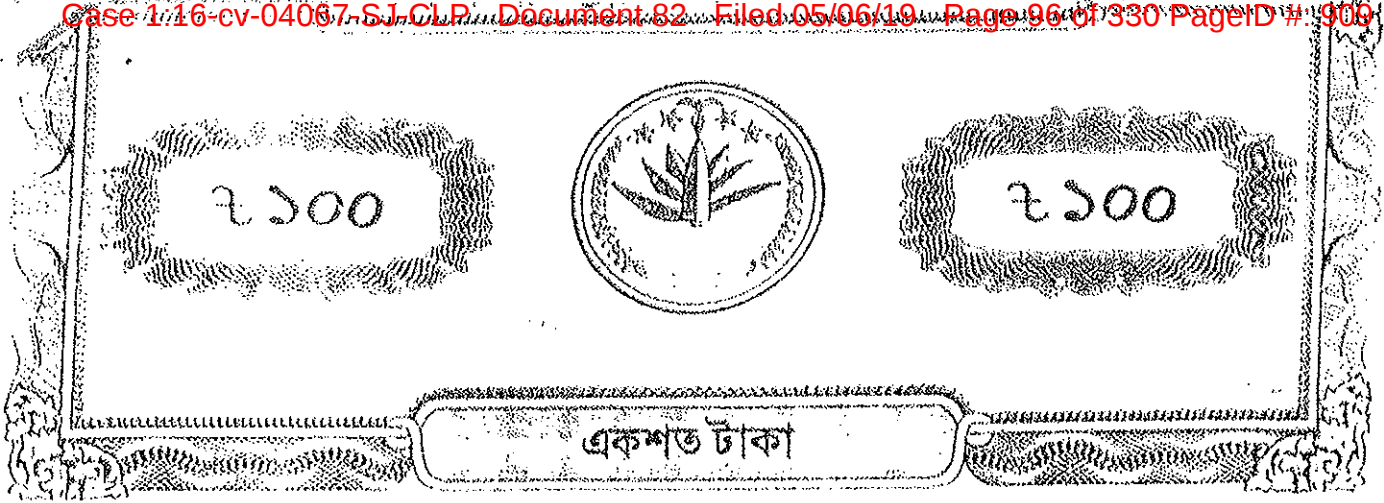
7. Both the Client & Provider agree to co-operate with each other to make this venture a success. Same time, Provider shall not disclose the technology/know how to any third parties/TV channels/competitors without prior permission of the Client.

8. Length of agreement - This business agreement will be valid for a minimum One (01) year as initial term, unless it is terminated by the Client with advance notice of twelve (12) months by showing reasonable grounds in writing. After initial term ends, the agreement may be reviewed for a longer-term contract. If both the parties under this agreement is satisfied mutually about last one year performance.

9. Provider agrees to air promotional/sales video clips of Radiant IPTV FREE of cost time-to-time based on mutual plan set forth with Client.

10. Neither parties may assign, nor otherwise transfer any rights under this agreement.

11. This agreement may be revised from time to time by both the parties to update any changes that may take place upon mutual discussion.



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Page : 3

12. Provider agrees to offer distribution right of broadcasting - rebroadcasting stream live channel over IP network during the validity of this agreement duration.

13. IStop Media also intends to act as one of the advertising agents in overseas by agreeing upon fees set forth by Provider for airing third party advertisement clips on TV channel


14. Provider gives authority to Client to use exact logo without any modification for sells & marketing purposes both in the print and electronic forms. Also, Provider agrees to allow the use of logo within IPTV system & sub-systems, STBs etc

15. The client will not be allowed to modify, change or alter the contents of drama etc. with our prior written consent of the provider.

By signing below, both the parties agree to abide by the terms & conditions above as a binding to each other for the business scopes set forth.

For,

For,

ATN News TV

 01-12-2014

IStop Media & Entertainment Inc.
 (Radiant IPTV)



Name: Dr. Mahfuzur Rahman

Title: Chairman

Date: 01/12/2014

Tel: 8189630

Email:

Name: Atiqur Rahman

Title: Operations Manager

Date: 1st December, 2014

Tel: 01755078100

Email: arahman@radiantiptv.com

EXHIBIT O



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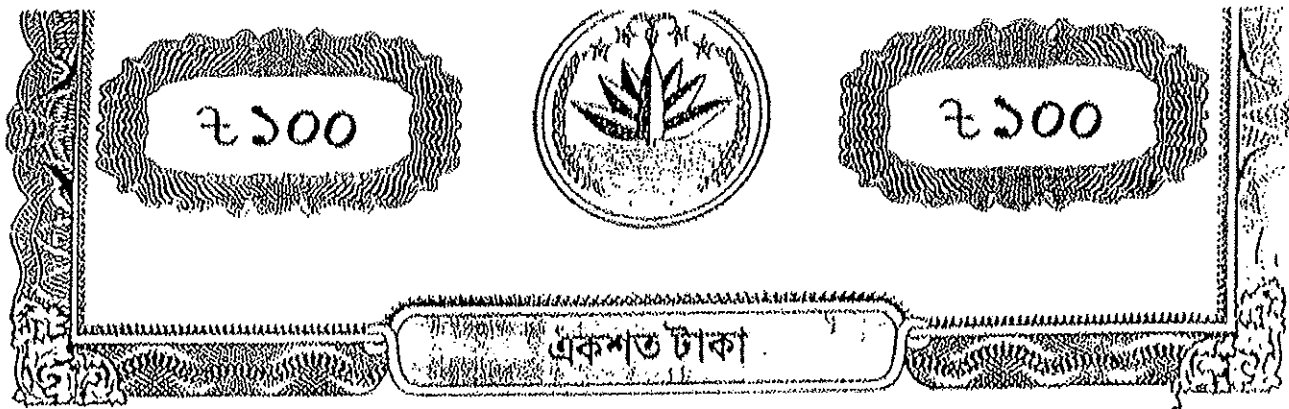
BUSINESS AGREEMENT FOR TV & CONTENT

Between
Distribution Right (Non-Exclusive) of
BOISHAKHI TV

This agreement made on this 01 June, 2015 by and between *Boishakhi Media Ltd. ('Provider')* having its registered address at 32, Mohakhali C/A, Level (4-8), Dhaka-1212 and *Marvel Cable And Broadcasting LLC / 1Stop Media & Entertainment Inc. (dba Radiant IPTV)* (<http://www.radiantiptv.com>) having its registered address at 150-47 Hillside Avenue, Jamaica, NY 11432, United States ("Client") has decided to operate IPTV & CDN (Content Distribution Network) business by agreeing mutually below terms:

1. Client has decided to launch an IPTV service under the brand name of "Radiant IPTV" by delivering Bangla, Hindi & English TV channels over Internet Protocol without being restricted by any geographic boundary.
2. Territory: Provider grants right to Client to show Live Boishakhi TV in USA.
3. This deed of agreement is valid for Non-Exclusive rights only.
4. Client will received the Boishakhi TV Live feed through Satellite (Free to the Air) only.
5. Client has the marketing and promotional experience that would compliment the ideas and concepts that Client has created to serve Bengali community to meet the growing demand of quality

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Bangla content viewing. But BOISHAKHI TV will not take any responsible as far as content, quality and any financial matter is concerned.

6. Client will offer viewing Boishakhi TV channel via Set Top Boxes, Mobile apps & web sites.

7. Financials, Reporting & Settlement:

a) Client agrees to pay Provider for its content as per following table for Content Sold:

Payment:

1. Client will track the following payment system:

1 st Year	\$800/month
2 nd Year	\$1000/month
3 rd Year	\$1200/month
4 th Year	\$1500/month

2. 1st Year first 6 months in advanced \$4800 payment.

3. Payment will be made in advance 6 month basis.

8. Both the Client & Provider agree to co-operate with each other to make this venture a success. Same time, Provider shall not disclose the technology/know how to any third parties/TV channels/ competitors without prior permission of the Client.
9. Length of agreement - This business agreement will be valid for a minimum two (02) year as initial term, unless it is terminated by both client and provider with advance notice of six (6) months by showing reasonable grounds in writing. After initial term



- ends, the agreement will be renewed for next 2 years with mutual discussion and agreement.
10. Neither parties may assign, nor otherwise transfer any rights under this agreement.
 11. This agreement may be revised from time to time by both the parties to update any changes that may take place upon mutual discussion.
 12. Provider agrees to offer distribution right of broadcasting / rebroadcasting / stream live channel over IP network during the validity of this agreement duration.
 13. Radiant IPTV also intends to act as one of the advertising agents in overseas by agreeing upon fees set forth by Provider for airing third party advertisement clips on TV channel.
 14. The client will not be allowed to modify, change or alter the contents of drama etc. with our prior written consent of the provider.
 15. Provider will help & cooperate Client to take down illegal operator's stream/feed of Boishakhi TV by demand of the Client's notice. It's imperative that Provider also agrees to give take down notice upon mutual discussion with Client.
 16. In case of any dispute or violation of the terms stated in this agreement, the parties will have the rights to go for arbitration in the court of State of Illinois & state of New York of the United States of America or International Arbitration Center in Dhaka, Bangladesh subject to mutual understanding.
 17. This is a Non-Exclusive Agreement. If BOISHAKHI come to an agreement with any other party Marvel Cable And Broadcasting LLC be a party on it, neither they will raise any objection on that.

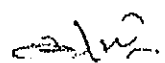



19. The Payment would be made on the Account Name: Boishakhi Media Limited, Current Account No. 13211060000567, Bank Name: Prime Bank Limited, Banani Branch, Dhaka-1213, Bangladesh.

By signing below, both the parties agree to abide by the terms & conditions above as a binding to each other for the business scopes set forth.


For,
Boishakhi Media Ltd

For,
Marvel Cable And Broadcasting LLC
1Stop Media & Entertainment
(Radiant IPTV)


Name : **Tipu Alam**
Title : **Deputy Managing Director**
Date :
Tel : **88 02 8837081**
Email: **tipuboishakhi@gmail.com**


Name : **Atiqur Rahman**
Title: **Operations Manager**
Date:
Tel: **01755078100**
Email: **arahman@radiantiptv.com**

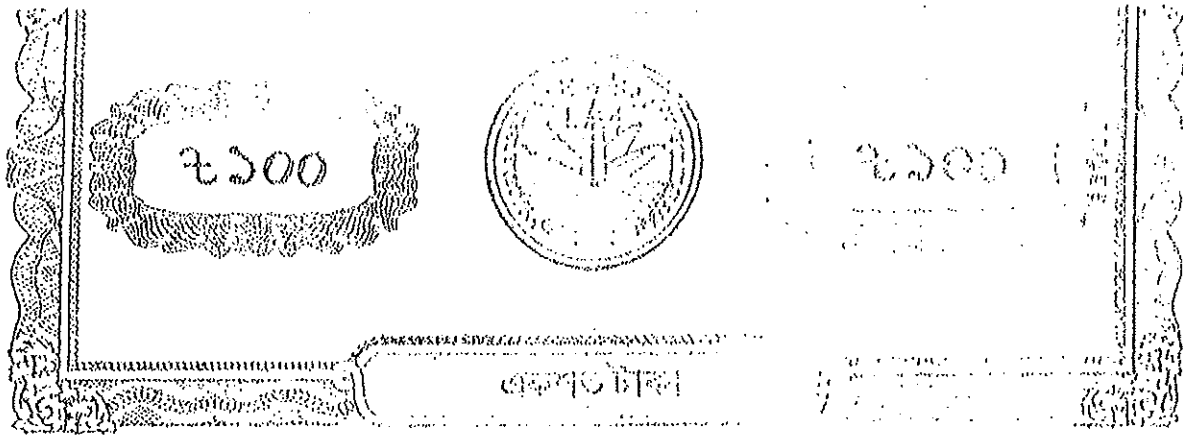
Signature of Witness :

1. 
2. **S.R.A. Rouf**
- 3.

Signature of Witness :

- 1.
- 2.
- 3.

EXHIBIT P



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Business Agreement for TV Channel & Content Distribution Right (Non-Exclusive)

This agreement made on this 25th day of May, 2014 by and between International Television Channel Ltd (NTV) ("Provider") having its registered address at BSEC Bhavan (level 7), 102, Kazi Nazrul Islam Avenue, Karwan Bazar, Dhaka-1215 and IStop Media & Entertainment Inc / DBA Radiant IPTV (<http://www.radiantiptv.com>) having its registered address at 3833 Gladstone Drive, Naperville, IL 60565, USA ("Client") has decided to operate IPTV & Mobile Apps business by agreeing mutually below terms:

1. Client has decided to launch an IPTV service under the brand name of "Radiant IPTV".

2. Provider has given the broadcast right (Non-Exclusive) to the client over Internet Protocol of its channel called "NTV" and its content for *all over the world except USA & Canada*.

3. Client has the marketing and promotional experience that would compliment the ideas and concepts that Client has created to serve Bengali community to meet the growing demand of quality Bangla content viewing.

4. Client has put together the necessary documentation and operational plans to bring the ideas and concepts to market & sell services mainly to Bangladeshi community.

5. Financials, Reporting & Settlement:

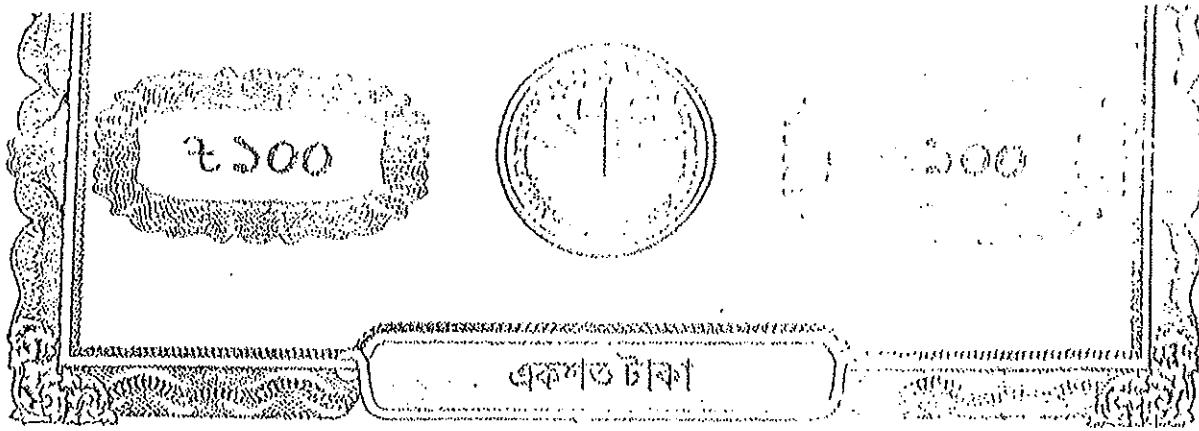
a) Client agrees to pay Provider for its Subscription as per following table:

Payment:

1. IStop Media & Entertainment Inc / DBA Radiant IPTV will provide \$5000 (Five Thousand US dollar) in the First year.

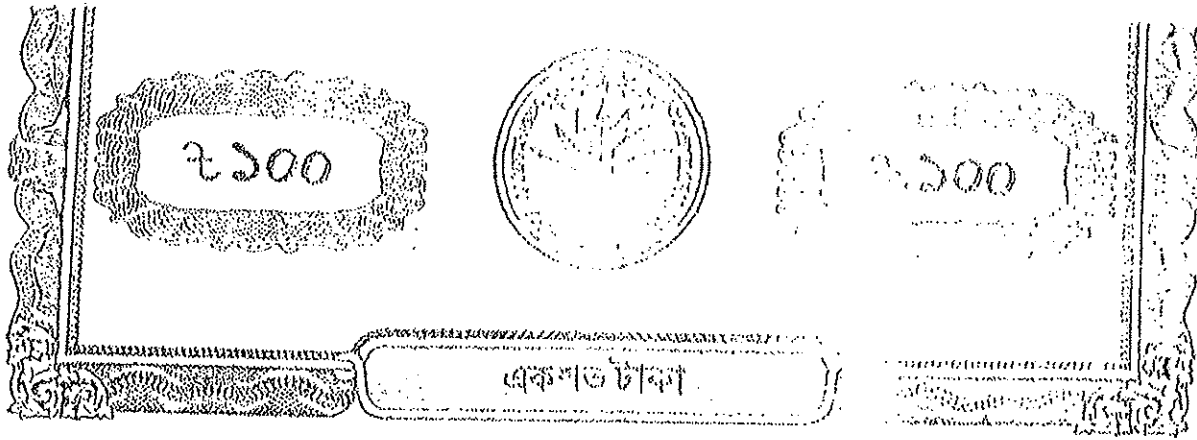
2. Profit sharing will be reviewed every 12 Months (1 Year) for determining amount of increment to the yearly payment of \$5000.

6. Both the Client & Provider agree to co-operate with each other to make this venture a success. Same time, Provider shall not disclose the technology/know how to any third



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7. This business agreement will be valid for a minimum three (03) year as initial term, unless it is terminated by the Client or Provider with advance notice of three (3) months by showing reasonable grounds in writing. After initial term ends, the agreement will be renewed automatically. Both parties have full rights to get out of the contract by giving advance notice.
8. The commencement date of this agreement shall effectively be from June 01, 2014.
9. Provider agrees to air promotional TV ticker of Radiant IPTV FREE of cost time-to-time based on mutual plan set forth with Client.
10. Neither parties may assign, nor otherwise transfer any rights under this agreement.
11. This agreement may be revised from time to time by both the parties to update any changes that may take place upon mutual discussion.
12. Provider can offer distribution right of broadcasting / rebroadcasting / stream live channel over IP network during the validity of this agreement duration.
13. The client will not be allowed to modify, change or alter the contents of drama etc. with our prior written consent of the provider.
14. In case of any dispute or violation of the terms stated in this agreement, the parties will have the rights to go for arbitration in the courts of State of Illinois of United States of America or International Arbitration Center in Dhaka, Bangladesh subject to mutual understanding.



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By signing below, both the parties agree to abide by the terms & conditions above as a binding to each other for the business scopes set forth.

For,
International Television Channel Ltd. (NTV)

For,
IStop Media & Entertainment Inc.
(Radiant IPTV)

Name: Alhaj Mohammad Mosaddak Ali

Title: Chairman & Managing Director

Date: 25th May, 2014

Tel: 9143381-5

Email: info@ntvbd.com

Name: Atiqur Rahman

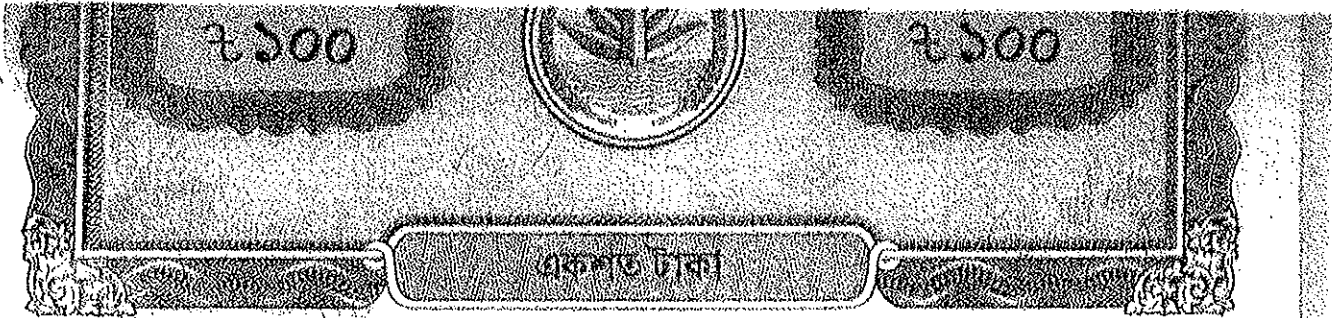
Title: Operations Manager

Date: 25th May, 2014

Tel: +88 01755078100

Email: arahman@radiantiptv.com

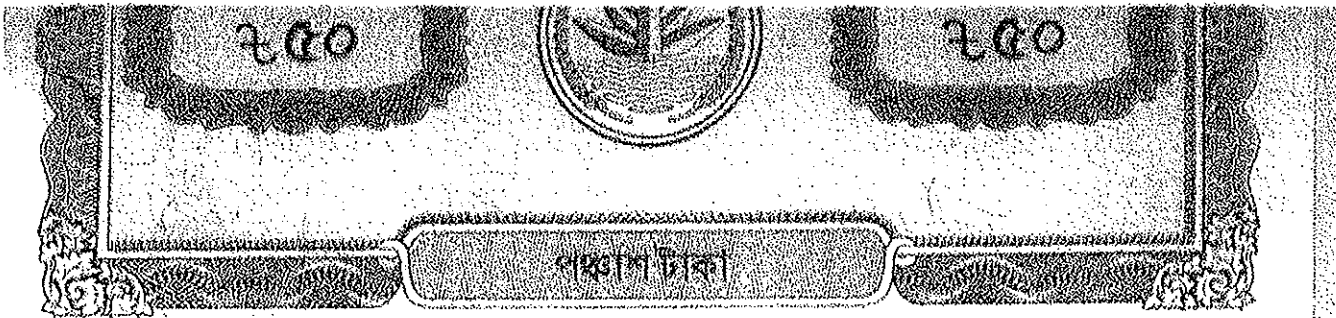
EXHIBIT Q



Business Agreement for TV Channel & Content Distribution Right (Non-Exclusive)

This agreement made on this 12th day of September, 2013 by and between Independent Television Limited ("ITV") having its registered address at 149-150, Tejgaon I/A, Dhaka-1208 and IStop Media & Entertainment Inc (DBA Radiant IPTV), web: (<http://www.radiantiptv.com>) having its registered address at 3833 Gladstone Drive, Naperville, IL 60565, USA ("Radiant") has decided to operate IPTV & CDN (Content Distribution Network) business by agreeing mutually below terms:

1. Radiant has decided to launch an IPTV service under the brand name of "Radiant IPTV" by delivering Bangla, Hindi & English TV channels over Internet Protocol without being restricted by any geographic boundary.
2. Radiant has the marketing and promotional experience that would complement the ideas and concepts that Radiant has created to serve Bengali community to meet the growing demand of quality Bangla content viewing.
3. Radiant has put together the necessary documentation and operational plans to bring the ideas and concepts to market & sell services mainly to Bangladeshi community.
4. Radiant and ITV agree to share the revenue from selling the VOD content via IPTV/CDN platform. The live channel feed will be offered by the ITV as per table mentioned below. ITV shall focus more on specialized content offerings and gain revenue in periodic basis (for every purchase) from selling VOD content such as news footage, especial shows, events etc.
5. Radiant's marketing team will determine the value of every media contents that is to be offered by the ITV and place in VOD library with an appropriate dollar value. Based on the demand and popularity of individual media content, Radiant will determine for how long it will be offered/shown for selling and those to be offered to IPTV subscribers.
6. Radiant will also setup a B2B online CDN (Content Distribution Network) and ~~delivery platform to sell all content of ITV via e-commerce enabled~~



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websites/hosting platforms or via designated third parties as whole or partially deems appropriate for the business interest of the Radiant. Here also, the revenue will be shared again by both Radiant & ITV.

7. Financials, Reporting & Settlement:

- a) Radiant agrees to pay ITV for its content as per following table for Content Sold:
 1. For Year -01, ITV will get 25% from every download (i.e: if Radiant charge \$10 per download, ITV will get \$2.5 United States Dollar per download)
 2. For Year -02, both parties will commence a meeting to settle a new rate on 11th month of the first year. If parties fail to settle new rate then the first year rate will be continue till the settlement done.
- b) Radiant agrees to pay ITV \$.50 (Fifty United States Cents) for its Subscription fee and Apps download per subscriber per month.
- c) Independent Television will not charge radiant for any subscription fee on any format till December 2013. The revenue sharing will start from January 2014 onwards.

On first day of each month, Radiant will provide itemized report to the ITV of the contents sold by Radiant and will settle the payment within next seven (7) working days. If the total monthly amount is payable is less than \$100, then Radiant may withheld the payment till thresh hold may reach. Radiant will also allow to excess their servers to generate MIS and VOD hits and download details.

8. Radiant will designate an associate who will collect new content from ITV in weekly basis by DVD, HDD, Pen Drive etc. and Radiant will upload and index the same in VOD server immediately. Radiant will allow ITV to send contents through FTP server.

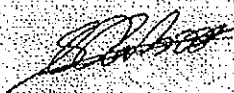
9. Radiant & ITV agree to co-operate with each other to make this venture a success. Same time, ITV shall not disclose the technology/know how to any third parties/TV channels/competitors without prior permission of the Radiant.

10. Length of agreement - This business agreement will be valid for a minimum **three (03) year** as initial term (yearly renewal basis), unless it is terminated by the Radiant with advance notice of Three (3) month by showing reasonable grounds in writing. After initial term ends, the agreement will be renewed automatically for next 1 year unless each party has full rights to get out of the contract by advance notice.

11. ITV agrees to air promotional/sales video clips of Radiant IPTV FREE of cost time-to-time based on mutual plan set forth with Radiant.
12. Neither parties may assign, nor otherwise transfer any rights under this agreement.
13. This agreement may be revised from time to time by both the parties to update any changes that may take place upon mutual discussion.
14. ITV agrees to offer the rights of broadcasting / rebroadcasting / stream live channel over IP network during the validity of this agreement duration.
15. Radiant also intends to act as one of the advertising agents in overseas by agreeing upon fees set forth by ITV for airing third party advertisement clips on TV channel.
16. ITV gives authority to Radiant to use exact logo without any modification for sells & marketing purposes both in the print and electronic forms. Also, ITV agrees to allow the use of logo within IPTV system & sub-systems, STBs etc.
17. The Radiant will not be allowed to modify, change or alter the contents of drama etc. with our prior written consent of the ITV.
18. In case of any dispute or violation of the terms stated in this agreement, the parties will have the rights to go for arbitration in the courts of State of Illinois of United States of America or International Arbitration Center in Dhaka, Bangladesh subject to mutual understanding.

By signing below, both the parties agree to abide by the terms & conditions above as a binding to each other for the business scopes set forth.

For,
Independent Television Ltd.



Name: M. Shamsur Rahman

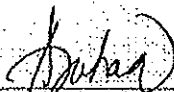
Title: Managing Editor

Date: 12.09.2013

Tel: +880 8879000

Email: distribution@independent24.tv

For,
IStop Media & Entertainment Inc.
(Radiant IPTV)



Name: Atiqur Rahman, - on behalf

Title: Operations Manager

Date: 12-09-2013

Tel: +8801755078100

Email: arahman@radiantmix.com

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X
STAR CABLE NA, INC.,

**Docket No 16-cv-04067
Assigned Judge Hon. Pollak**

Plaintiff,

**AFFIDAVIT IN SUPPORT
OF NOTICE OF MOTION
SEEKING SUMMARY
JUDGMENT TO DISMISS
THE COMPLAINT**

vs.

**TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10**

Defendants.
-----X

I Saiful Siddique as follows:

1. I am the President of IStopmedia & Entertainment Inc. d/b/a Radiant IPTV.
2. I am making this affidavit in support of the Defendant IStopmedia & Entertainment Inc. d/b/a Radiant IPTV's motion seeking summary judgment to dismiss the complaint on the ground that the Defendant IStopmedia & Entertainment Inc. d/b/a Radiant IPTV has been broadcasting channels with the consent and on the basis of the written agreements

with the content owners and the Plaintiff Star Cable NA, Inc. has no exclusive rights to broadcast channels as alleged in paragraph 1 of the second amended complaint.

3. On or about July 22, 2016, the Plaintiff Star Cable NA Inc. had commenced the present action against the Defendants Total Cable USA LLC and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV alleging copyright violations of various channels in which the Plaintiff has alleged exclusive rights to broadcast (Docket No. 1, July 26, 2016).

Subsequently, on or about July 6, 2017, the Plaintiff Star Cable NA Inc. filed a second amended complaint (Docket No. 38, July 6, 2017). In paragraph 1 of the complaint, the Plaintiff alleged that the Plaintiff has exclusive rights in the United States and Canada to distribute the programming services including i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Banglavisision; vii) Ekushey TV viii) Somoy.

4. On or about August 28, 2017, the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV filed an answer to the second amended complaint. In paragraph 1 of the answer, the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV submitted that 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV is not involved in the sale and distribution of Somoy TV. Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV denied the allegations in paragraph 1 of the complaint, that the Defendant is in violation of the Plaintiff's exclusive rights. In paragraph 51 of the first counterclaim, Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV submitted that Defendant enjoys its rights and privileges directly from the overseas television channels

who are the content owners. In paragraph 55 of the answer, Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV submitted that in addition to the channels mentioned in paragraph 1 of the second amended complaint, except Somoy TV, the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV also has legal rights to broadcast Channel 16, Asian TV, Channel 1 TV, Boishakhi TV, ATN & Bangla and ATN & News. In paragraph 6 of the answer, 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV submitted that on information and belief, the overseas content owners have terminated the agreements with the Plaintiff to broadcast various channels and/or is in the process of terminating the agreements with the Plaintiff's right to broadcast channels.

5. During discovery 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV requested the Plaintiff's attorney to provide responses to the request for documents by the Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV. In response to request #1, the Plaintiff provided the agreements with Independent TV, Jamuna TV, Channel 16, MyTV, Asian TV, Banglavisision, Ekushey, Boishakhi TV and Somoy TV. The agreement between Star Cable NA, Inc. and Boishakhi TV was executed on June 16, 2015, signed by Tipu Alam on behalf of Boishakhi TV. Clause 1 of the agreement provides that affiliate shall have non-exclusive rights to distribute the services. In addition, Tipu Alam, who signed the agreement on behalf of Boishakhi TV sent a letter to Star Cable NA, Inc. on March 8, 2017 dismissing the letter of engagement. Tipu Alam also filed a declaration on December 14, 2017 in which he alleged in paragraph 3 of the declaration that terms of the agreement were not renewed as Star Cable NA, Inc. did not honor their

part of the agreement. In paragraph 4 of the declaration, Tipu Alam alleged that Star Cable NA, Inc. has no right to distribute the services of Boishakhi TV.

6. In response to the request to production of documents, the Plaintiff also provided an agreement between Star Cable NA, Inc. and Independent TV Ltd. dated November 26, 2014 for a period of three years. This agreement expired in 2017. Star Cable NA, Inc. has not provided any other agreement showing that the agreement dated November 26, 2104 was ever renewed or a new agreement was executed between the parties.
7. The Plaintiff also provided an agreement between Star Cable NA, Inc. and Jamuna TV dated December 1, 2014. The agreement was for three years and Star Cable NA, Inc. did not provide any agreement showing that this agreement was ever renewed or that a new agreement was executed between the parties. Channel 16 is no longer in circulation and it is not broadcasting. In addition, Channel 16 also entered into agreement with Lalon TV on July 9, 2012 for a term of ten years.
8. The various content owners have entered into agreement with the Defendant IStopmedia & Entertainment Inc. d/b/a Radiant IPTV. Jamuna TV provided a certification dated January 10, 2017 in which Jamuna TV certified that IStopmedia & Entertainment Inc. d/b/a Radiant IPTV is their client and Jamuna TV provided rights to broadcast Jamuna TV in North America and Canada. In the certification, Jamuna TV specified that no

other organization has any valid exclusive rights with Jamuna TV. Said certification was signed by ASM Arifur Rahman, head of broadcasting operations of Jamuna TV.

9. On January 9, 2017, Shamol Bangla Media Ltd. provided a certification that Star Cable NA, Inc. had no valid agreement to broadcast Banglavisión.
10. On September 1, 2017, MyTv provided a certificate that Star Cable NA, Inc. has no valid legal agreement with V.M. International Ltd. (mytv) and Star Cable NA, Inc. has absolutely no rights to broadcast or represent MyTV channel anywhere in the world.
11. On August 23, 2016, Fakrool Alam of Ekushey TV wrote a letter to Sajid Sohail, the director of Star Cable NA, Inc. terminating the channel partnership agreement with Star Cable NA, Inc.
12. On or about June 6, 2016, an agreement was made between Asian Telecast Ltd. (Asian TV) and IStopmedia & Entertainment Inc. d/b/a Radiant IPTV granting distribution rights to IStopmedia & Entertainment Inc. d/b/a Radiant IPTV for a minimum of three years with automatic renewal for the next three years.
13. On or about November 20, 2014, a business agreement (exclusive) was executed between Asian Telecast Ltd. (Asian TV) and IStopmedia & Entertainment Inc. d/b/a Radiant IPTV for a term of three years with automatic renewal for the next three years.

14. On or about September 23, 2014, an agreement was made between ATN Bangla Ltd. and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV for a minimum period of three years with an automatic renewal for another three years.
15. On or about December 1, 2014, an agreement was executed between ATN News TV and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV for a period of one year with automatic renewal.
16. On June 1, 2015, an agreement was made between Boishakhi Media Ltd. (Boishakhi) and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV for a period of four years.
17. On or about May 25, 2014 an agreement was executed between International TV and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV.
18. On or about September 12, 2013 an agreement was executed between Independent TV and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV.
19. All of the agreements executed between the various content owners and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV have already been provided to the attorney of the

Plaintiff in response to the Plaintiff's request for discovery. The agreement provided by the Plaintiff in response to the Defendant's request for discovery do not establish that the agreements with Star Cable NA, Inc. were exclusive. Moreover, those agreements have already been terminated.

20. The various agreements have been executed between the content owners and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV and those agreements are still in force.

21. Sajid Sohail appeared in the deposition on behalf of the Plaintiff. During the deposition, the Defendant's attorney Joseph F. Kasper specifically confronted all of the agreements executed between the content owners and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV, Mr. Sohail did not deny the execution of the agreements between 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV and the content owners and his response was simply that he was not aware of the agreements.

22. Defendant 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV has been broadcasting channels based on the agreements they have with the content owners with the permission of the content owners. On the contrary, the agreements, if any, with the content owners and the Plaintiff Star Cable NA, Inc. have been terminated and Star Cable NA, Inc. has not rights to broadcast the various channels.

WHEREFORE, Istopmedia & Entertainment Inc. d/b/a Radiant IPTV requests that the relief requested in the notice of motion by Istopmedia & Entertainment Inc. d/b/a Radiant IPTV be granted along with any other just and proper relief.



Saiful Siddique


President of Istopmedia & Entertainment Inc.

d/b/a Radiant IPTV

Verified On: March ~~25~~, 2019

In the County of New York

In the State of New York



(Notary Public)

SATISH KUMAR BHATIA
Notary Public, State Of New York
No. 02BH6343050
Certified in New York County
Commission Expires 05/31/2020

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

16-CV-04067 (SJ)

Plaintiff,

-against-

TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

Defendants.

-----X

**MEMORANDUM OF LAW IN OPPOSITION
TO MOTION FOR SUMMARY
JUDGMENT FILED BY 1STOPMEDIA AND
ENTERTAINMENT, INC. D/B/A RADIANT IPTV**

HOGAN & CASSELL, LLP
Attorneys for Plaintiff, Star Cable NA, Inc.
Michael Cassell
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Jericho, New York 11753
Tel. (516) 942-4700
Fax (516) 942-4705
Email mcassell@hogancassell.com

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I. INTRODUCTION

The plaintiff, Star Cable NA, Inc. (“Plaintiff” or “Star Cable”), by its attorneys, Hogan & Cassell, LLP, respectfully submits this Memorandum of Law in Opposition to the motion for summary judgment filed by the defendant, 1StopMedia and Entertainment, Inc. d/b/a Radiant IPTV (“Defendant” or “1StopMedia”).

By way of background, Plaintiff alleges in this action that Defendant is involved in the sale and distribution of cable television services and devices to assist its customers to gain access to various programming to which it is not entitled. The programming at issue originates in Bangladesh via an internet protocol television system (“IPTV”). Star Cable is an IPTV television company that has exclusive rights, in the United States and Canada, to distribute the eight individual programming services at issue in this action via the signal delivery services IPTV (sometimes hereinafter referred to as the “Exclusive Services”). Defendant, in direct violation of Plaintiff’s exclusive rights, is receiving, using, divulging and retransmitting the Exclusive Services to its own customers.

1StopMedia’s motion for summary judgment should be denied since it is procedurally and substantively defective.

It is well settled that a motion for summary judgment has to be supported by a memorandum of law and a statement pursuant to Local Rule Civ. P. 56.1(a) (“Rule 56.1”). 1StopMedia’s motion, however, does not include a memorandum of law and does not include a Rule 56.1 statement. Thus, the motion should be denied on its face.

Even if the Court was to overlook these significant procedural deficiencies, there is still no basis to grant the motion.

In its motion, 1StopMedia does not dispute that it is also broadcasting the Exclusive

Services. According to 1StopMedia, however, its conduct is not improper because Plaintiff supposedly does not have the exclusive rights to the eight programming services that comprise the Exclusive Services and/or 1StopMedia supposedly has rights to broadcast the Exclusive Services.

For two main reasons, 1StopMedia's position does not lead to the conclusion that its motion should be granted.

First, almost all of the documents relied upon by 1StopMedia are unauthenticated and uncertified. Such documents are not sufficient to support a motion for summary judgment.

Second, even if the Court considers the documents, they do not support the relief sought by 1StopMedia. In fact, Plaintiff has submitted documentation herein that directly refutes Defendant's allegations. Therefore, there are undeniably issues of fact.

II. RELEVANT FACTS¹

A. Nature of Plaintiff's Claims in this Action

Plaintiff is a cable television company that has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services internet protocol television system (i.e. IPTV), WiMax Wireless and Mobile TV. The exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhushey TV; and viii) Somoy TV (i.e. the Exclusive Services). See Plaintiff's Rule 56.1 ¶ 23; Rasul Aff. ¶ 3.

The defendants in this action, Total Cable USA LLC and 1StopMedia (collectively "Defendants"), in direct violation of Plaintiff's exclusive rights, are receiving and using, divulging or retransmitting such communications services, to which they are not entitled, for the

¹ All of the relevant facts set forth herein are taken from Plaintiff's Local Rule 56.1(b) Statement ("Plaintiff's Rule 56.1") and the accompanying affidavit of Shahid Bob Rasul ("Rasul Aff.").

purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services. See Plaintiff's Rule 56.1 ¶ 24; Rasul Aff. ¶ 4.

Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), and New York Law. See Plaintiff's Rule 56.1 ¶ 25; Rasul Aff. ¶ 5.

Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of channels including several from Bangladesh, which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data service otherwise known as internet access. See Plaintiff's Rule 56.1 ¶ 26; Rasul Aff. ¶ 8.

Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, New York, to its subscribers via the internet in the process known as Internet Protocol Television (i.e. IPTV). See Plaintiff's Rule 56.1 ¶ 27; Rasul Aff. ¶ 9.

In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery service such as Direct TV. See Plaintiff's Rule 56.1 ¶ 28; Rasul Aff. ¶ 10.

In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV ("the Exclusive Rights"). See Plaintiff's Rule 56.1 ¶ 29; Rasul Aff. ¶ 11.

Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is

dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers. See Plaintiff's Rule 56.1 ¶ 30; Rasul Aff. ¶ 12.

Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for same. See Plaintiff's Rule 56.1 ¶ 31; Rasul Aff. ¶ 13.

The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the customer's bill each month. See Plaintiff's Rule 56.1 ¶ 32; Rasul Aff. ¶ 14.

The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted. See Plaintiff's Rule 56.1 ¶ 33; Rasul Aff. ¶ 15.

Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service. See Plaintiff's Rule 56.1 ¶ 34; Rasul Aff. ¶ 16.

Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusey TV; and viii) Somoy TV, for all regions within the United States and Canada. See Plaintiff's Rule 56.1 ¶ 35; Rasul Aff. ¶ 17.

A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Asian TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television. See Plaintiff's Rule 56.1 ¶ 36; Rasul Aff. ¶ 18.

A representative of Star Cable met in New York with a representative officer of Ekhushey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Somoy Media Limited. See Plaintiff's Rule 56.1 ¶ 37; Rasul Aff. ¶ 19.

More specifically, with regard to Independent TV, Plaintiff and Independent TV entered into an agreement on November 26, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Independent TV provides Plaintiff with the exclusive right to broadcast Independent TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 38; Rasul Aff. ¶ 20.

With regard to Jamuna TV, Plaintiff and Jamuna TV entered into an agreement on December 1, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Jamuna TV provides Plaintiff with the exclusive right to broadcast Jamuna TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 39; Rasul Aff. ¶ 21.

With regard to Channel 16, Plaintiff and Channel 16 entered into an agreement on November 24, 2014. The agreement is for eight years. This agreement is still in effect. The

agreement with Channel 16 provides Plaintiff with the exclusive right to broadcast Channel 16 in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 40; Rasul Aff. ¶ 22.

With regard to My TV, Plaintiff and My TV entered into an agreement on November 30, 2014. The agreement is for nine years. This agreement is still in effect. The agreement with My TV provides Plaintiff with the exclusive right to broadcast My TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 41; Rasul Aff. ¶ 23.

With regard to Asian TV, Plaintiff and Asian TV entered into an agreement on November 25, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Asian TV provides Plaintiff with the exclusive right to broadcast Asian TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 42; Rasul Aff. ¶ 24.

With regard to Bangla Vision, Plaintiff and Bangla Vision entered into an agreement on June 1, 2016. The agreement is for two years and it automatically renews for a three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Bangla Vision provides Plaintiff with the exclusive right to broadcast Bangla Vision in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 43; Rasul Aff. ¶ 25.

With regard to Ekhusey TV, Plaintiff and Ekhusey TV entered into an agreement on June 9, 2016. The agreement is for five years. This agreement is still in effect. The agreement with Ekhusey TV provides Plaintiff with the exclusive right to broadcast Ekhusey TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 44; Rasul Aff. ¶ 26.

With regard to Somoy TV, Plaintiff and Somoy TV entered into an agreement on July 1, 2014. The agreement is for five years. This agreement is still in effect. The agreement with

Somoy TV provides Plaintiff with the exclusive right to broadcast Somoy TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 45; Rasul Aff. ¶ 27.

B. Defendants' Improper Conduct

Defendants are telecommunications distribution companies that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable. See Plaintiff's Rule 56.1 ¶ 46; Rasul Aff. ¶ 28.

Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants. See Plaintiff's Rule 56.1 ¶ 47; Rasul Aff. ¶ 29.

Defendants each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming. See Plaintiff's Rule 56.1 ¶ 48; Rasul Aff. ¶ 30.

In direct derogation of the exclusive rights of Star Cable, Defendants receive the Exclusive Services in the United States and use or divulge or redistribute said communications to their customers. Said actions of Defendants are an unauthorized divulgence of satellite signals. See Plaintiff's Rule 56.1 ¶ 49; Rasul Aff. ¶ 31.

Defendants' violations of Plaintiff's exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective

business relationships of Star Cable. See Plaintiff's Rule 56.1 ¶ 50; Rasul Aff. ¶ 32.

C. 1StopMedia's Motion Should Not be Granted

In its motion, 1StopMedia does not dispute that it is also broadcasting the Exclusive Services. According to 1StopMedia, however, its conduct is not improper because Plaintiff supposedly does not have the exclusive rights to the eight programming services that comprise the Exclusive Services and 1StopMedia supposedly has rights to broadcast the Exclusive Services. See Plaintiff's Rule 56.1 ¶ 51; Rasul Aff. ¶ 45.

Almost all of the documents relied upon by 1StopMedia are unauthenticated and uncertified. See Plaintiff's Rule 56.1 ¶ 52; Rasul Aff. ¶ 46.

The documents do not support the relief sought by 1StopMedia. See Plaintiff's Rule 56.1 ¶ 53; Rasul Aff. ¶ 47.

In the March 25, 2019 Affirmation of Satish K. Bhatia in support of 1StopMedia's motion ("Bhatia Aff."), Bhatia claims that 1StopMedia is not broadcasting Somoy TV, just because it so alleged in its answer to the Complaint. See Bhatia Aff. ¶ 4. This is insufficient to find as a matter of law that 1StopMedia is not broadcasting Somoy TV. See Plaintiff's Rule 56.1 ¶ 54; Rasul Aff. ¶ 48.

Bhatia next states in his affirmation that Plaintiff has no rights to broadcast Boishaki TV. See Bhatia Aff. ¶ 5. Boishaki TV, however, is not part of the claims in this action. See Plaintiff's Rule 56.1 ¶ 55; Rasul Aff. ¶¶ 49-50.

The only issue raised in the Bhatia Aff. that concerns Independent TV is the claim that Plaintiff's agreement with Independent TV expired because it was for a period of three years and Plaintiff never demonstrated that the agreement was renewed. See Bhatia Aff. ¶ 6. The Independent TV agreement, however, specifically states that the agreement automatically renews

after the three years. The agreement has never been terminated and Star Cable still retains the exclusive rights to broadcast Independent TV in the United States and Canada over IPTV. See Plaintiff's Rule 56.1 ¶ 56; Rasul Aff. ¶¶ 51-52.

1StopMedia does not deny broadcasting Independent TV -- which is in clear contravention of Star Cable's exclusive rights. See Plaintiff's Rule 56.1 ¶ 57; Rasul Aff. ¶ 53.

With regard to Jamuna TV, Bhatia argues that 1StopMedia is entitled to summary judgment because: 1) there is no showing that Star Cable's agreement with Jamuna TV was ever renewed; and 2) Jamuna TV has certified that 1StopMedia has rights to broadcast Jamuna TV in North America and that no other entity has exclusive rights to broadcast Jamuna TV anywhere in the world. See Bhatia Aff. ¶¶ 7, 8; Exhibit G to Bhatia Aff. The agreement between Star Cable and Jamuna TV automatically renews. Thus, the mere fact that there is no additional documentation showing that the agreement was extended after the first time (which expired on December 1, 2017), does not lead to the conclusion that the agreement is no longer in effect. See Plaintiff's Rule 56.1 ¶ 58; Rasul Aff. ¶¶ 54-55.

The document attached as Exhibit G to the Bhatia Aff. is not authenticated or certified in any manner. It is not notarized and consists of a letter "To Whom it May Concern." Further, the statement in the document that no other organization has the exclusive rights with Jamuna TV to broadcast Jamuna TV anywhere in the world is belied by the exclusive agreement between Star Cable and Jamuna TV. See Plaintiff's Rule 56.1 ¶ 59; Rasul Aff. ¶ 56.

Bhatia next asserts that Star Cable's claim against 1StopMedia pertaining to Channel 16 is deficient because Channel 16 is supposedly no longer broadcasting and because Channel 16 has an agreement with Lalon TV. See Bhatia Aff. 7. Even assuming that Channel 16 has an agreement with Lalon TV, 1StopMedia does not put forth anything to demonstrate that this

would insulate it from liability in this matter. Moreover, the only support for the statement that Channel 16 is no longer broadcasting is the unsupported assertion made by the president of 1StopMedia, Saiful Siddique (“Siddique”). See Plaintiff’s Rule 56.1 ¶¶ 60-61; Rasul Aff. ¶¶ 57-58.

Similar to its position with Jamuna TV, with regard to My TV, 1StopMedia argues that based upon a “certification” Star Cable does not have the right to broadcast My TV. See Bhatia Aff. ¶ 10; Exhibit I. As with Jamuna TV, the alleged certification is nothing more than a letter “To Whom it May Concern” that is not authenticated, not certified and not notarized. And, the letter is directly contradicted by the exclusive agreement between Star Cable and My TV. See Plaintiff’s Rule 56.1 ¶ 62; Rasul Aff. ¶ 59.

With regard to Ekhusey TV, Bhatia claims that Ekhusey TV terminated its agreement with Star Cable by sending a letter to Star Cable on August 23, 2016. See Bhatia Aff. ¶11; Exhibit J. 1StopMedia’s reliance upon this letter fails. The agreement between Star Cable and Ekhusey TV only permits the termination of the agreement prior to the expiration of the five-year term, which does not expire until June 2021, if there is a material breach of the agreement and the breach is not cured within sixty days. Even assuming that the letter attached as Exhibit J to the Bhatia Aff. is authentic, the letter does not come close to complying with the language in the agreement for a proper termination of the agreement. In fact, the letter does not even mention paragraph 10 of the agreement, which, if the letter was authentic, one would expect to see in the letter. See Plaintiff’s Rule 56.1 ¶¶ 63-65; Rasul Aff. ¶¶ 60-61.

With regard to Bangla Vision, 1StopMedia claims that it cannot be liable for its broadcasting of this service because it entered into an agreement with Bangla Vision on September 23, 2014. See Bhatia Aff. ¶ 14; Exhibit M. Most notably, however, the referenced

agreement is for mobile apps, not for broadcasting over IPTV. Thus, this agreement is irrelevant. See Plaintiff's Rule 56.1 ¶ 66; Rasul Aff. ¶¶ 62-63.

Finally, 1StopMedia claims that it entered into an agreement with Asia TV on November 20, 2014, for exclusive rights and then entered into another agreement with Asia TV on June 6, 2016, for non-exclusive rights to broadcast Asia TV. See Bhatia Aff. ¶¶ 12-13; Exhibits K and L. Highlighting that there are issues of fact as to the authenticity of these documents, 1StopMedia puts forth no explanation as to why if it supposedly obtained exclusive rights from Asia TV in November 20, 2014 it would then enter into an agreement less than two years later for non-exclusive rights. See Plaintiff's Rule 56.1 ¶ 67; Rasul Aff. ¶¶ 64-65.

III. ARGUMENT

A. 1StopMedia's Motion is Procedurally Defective

Pursuant to this Court's Local Rules 7.1 and 56.1, a motion for summary judgment has to be supported by a memorandum of law and a Rule 56.1 statement. As courts have held, a party's failure to comply with these Rules is a sufficient basis to deny a motion for summary judgment on its face.

For example, in Corbley v. County of Suffolk, 45 F. Supp. 3d 276 (E.D.N.Y. 2014), the court denied the plaintiff's cross-motion on its face because the plaintiff did not submit a Rule 56.1 statement with the cross-motion:

Yet, as argued by the Defendant, Plaintiff failed to submit a Local Rule 56.1 Statement outlining the undisputed facts. The Court has discretion to deny a motion for summary judgment when it does not include a Rule 56.1 Statement. "Failure to submit such a statement may constitute grounds for denial of the motion." Local Civil Rule 56.1(a). The Court finds that Plaintiff's failure to provide a statement of undisputed facts is fatal to its motion for summary judgment, and therefore the motion is denied on this basis.

45 F. Supp. 3d at 284 (citation omitted).

In United States v. Katz, 2011 U.S. Dist. LEXIS 59159, 2011 WL 2175787 (S.D.N.Y. June 2, 2011), the defendant, Stanley Katz, filed a motion for summary judgment seeking to dismiss the complaint of the United States. Instead of submitting a statement consistent with Local Rule 56.1, Katz submitted affidavits. The affidavits contained arguments in support of Katz's position. In denying the motion on its face, the court explained that courts in the Southern District and Eastern District of New York are empowered to deny a motion for summary judgment just because the motion fails to comply with Rule 56.1. The court found that the affidavits were an insufficient substitute for a Rule 56.1 statement, finding that the affidavits were unhelpful since they contained arguments and subjective characterizations of the facts. 2011 U.S. Dist. LEXIS 59159, at *12-*14.

And, in Wenzhou v. Wanli Food Co. v. Hop Chong Trading Co., 2000 U.S. Dist. LEXIS 9554, 2000 WL 964944 (S.D.N.Y. July 11, 2000), the defendant, Hop Chong, moved for summary judgment. Instead of submitting a memorandum of law in support of the motion, Hop Chong relied upon an affidavit. The affidavit did not cite to any statutes or case law. The court denied the motion on its face, explaining that the motion failed to comply with Local Rule 7.1. In addition, the court explained that a party's failure to provide the court with authorities, improperly places the burden on the court to conduct the initial legal analysis. The court denied Hop Chong's motion because it failed to submit a memorandum of law in support of its motion. 2000 U.S. Dist. LEXIS 9554, at *11-*13. See also Cea v. Access 23 TV, 2015 U.S. Dist. LEXIS 123585, at *2-*3, 2015 WL 5474070 (S.D.N.Y. Sep. 15, 2015) ("The 'failure to submit a memorandum of law, standing alone, is sufficient cause for granting or denying a motion. It is not necessary to reach the merits.'").

As in the above cases, it is evident that Defendant's motion should be denied. Significantly, the motion is not supported by a memorandum of law and does not cite to any cases or statutes in support of its position. While the motion is "supported" by the affirmation of its counsel, as the above cases make clear, this is patently insufficient. In addition, the motion is not supported by a Rule 56.1 statement.

Therefore, 1StopMedia's motion should be denied on its face.

B. 1StopMedia's Motion is Substantively Defective

1. Legal Standard

It is axiomatic that on a motion for summary judgment that the court must interpret all of the material facts in the light most favorable to the non-moving party. Summary judgment is inappropriate if a reasonable jury could find for the nonmoving party. *See, e.g., Pinto v. Allstate Ins. Co.*, 221 F.3d 394, 398 (2d Cir. 2000) (explaining that in deciding a motion for summary judgment that a court should resolve all ambiguities and draw all inferences in favor of the non-moving party); *Brezler v. Mills*, 220 F. Supp. 3d 303, 320-21 (E.D.N.Y. 2016) (explaining that at the summary judgment stage, the court is required "'to view the evidence in the light most favorable to the party opposing summary judgment, to draw all reasonable inferences in favor of that party, and to eschew credibility assessments.'"); *Oladokun v. Ryan*, 2010 U.S. Dist. LEXIS 1033814, at *11-*12, 2010 WL 3910578 (S.D.N.Y. Sept. 30, 2010) ("To avoid summary judgment, all that is required of the non-moving party is a showing of sufficient evidence supporting the claimed factual dispute as to require a judge or jury's resolution of the parties' differing versions of truth"); *Kloner v. United States*, 196 F. Supp. 3d 375, 381 (E.D.N.Y. 2016) ("A genuine issue of fact exists when there is sufficient 'evidence on which the jury could reasonably find for the plaintiff.'").

Moreover, it is black letter law that a court can only consider admissible evidence on a motion for summary judgment. Thus, a court should not consider unauthenticated documents and documents such as unsworn letters. See, e.g., Price v. Oropallo, 2014 U.S. Dist. LEXIS 116019, at *22 (N.D.N.Y. June 18, 2014) (Report & Recommendation) (stating that “[O]nly admissible evidence need be considered by the trial court in ruling on a motion for summary judgment” and noting that cases have held that unsworn letters could not be considered in connection with a motion for summary judgment); Miller v. Nassau Cnty., 2015 U.S. Dist. LEXIS 164580, at *19 (E.D.N.Y. Oct. 22, 2015) (Report & Recommendation) (holding that factual assertions made in certain letters were not admissible for purposes of a motion for summary judgment); Byrd v. NYS Fingerlakes Developmental Disabilities Servs., 2018 U.S. Dist. LEXIS 111950, at *3, 2018 WL 3305423 (W.D.N.Y. July 5, 2018) (“Defendant relies heavily on various documents, including reports, emails, and letters. However, these documents are not in admissible evidentiary form because none of them has been properly authenticated through deposition testimony or an affidavit from its author.”).

In this matter, when viewing the evidence in the light most favorable to Plaintiff, it is evident that Defendant is not entitled to summary judgment.

**2. Summary Judgment is Not Warranted
because there are Issues of Fact as to Whether
Defendant is Violating Star Cable’s Rights**

Significantly, it is well settled that a party holding the exclusive rights to programming services such as those at issue in this action has standing to sue pursuant to the Communications Act, 47 U.S.C. § 605 (“Section 605”) for violation of those rights.

Intercom Ventures, LLC v. City Media Plus Ex-Yu Streaming, 2013 U.S. Dist. LEXIS 110236, 2013 WL 4011052 (N.D. Ill. Aug. 6, 2013), is instructive. In Intercom Ventures, LLC,

the court held that the defendant's distribution, to its customers in the United States via the internet, of programming that the defendant obtained in Europe was violative of Section 605 because the plaintiff held the exclusive rights to the programming. The court found that the plaintiff was a "person aggrieved" as set forth in Section 605 because it entered into agreements to obtain the exclusive license to distribute the programming in the United States.

Notably, numerous other courts have held that a licensee has standing to assert a claim pursuant to Section 605 against a defendant who engages in the unauthorized distribution of programming that the plaintiff is licensed to distribute. See, e.g., Nat'l Satellite Sports, Inc. v. Eliadis, Inc., 253 F.3d 900, 911-14 (6th Cir. 2001) (holding that the plaintiff, who was the exclusive licensee of a boxing match, had standing to sue under Section 605); Entm't by J&J v. Al-Waha Enters., 219 F. Supp. 2d 769, 771-75 (S.D. Texas 2002) (same); Garden City Boxing Club, Inc. v. Vinson, 2003 U.S. Dist. LEXIS 26180, at *5 (N.D. Texas Sept. 3, 2003) ("As the exclusive licensee of the closed-circuit distribution rights to the Lewis-Tyson fight, plaintiff is an 'aggrieved person' under the statute and can bring a private right of action").

Defendant's main argument in its motion is that it cannot be liable for broadcasting the Exclusive Services because Star Cable supposedly does not have the exclusive rights to broadcast the Exclusive Services and/or 1StopMedia supposedly has rights to broadcast the Exclusive Services.

Defendant's motion is legally and factually without merit.

As explained above, a motion for summary judgment must be supported by admissible evidence. Here, however, many of the key documents that 1StopMedia relies upon to attempt to demonstrate that Star Cable no longer has the rights to certain of the Exclusive Services are inadmissible. See Plaintiff's Rule 56.1 ¶¶ 8, 9, 10, 59, 62. Simply put, Defendant does not come

close to establishing as a matter of law that Star Cable does not have the exclusive rights for any of the eight programming services at issue in this action.

Moreover, summary judgment is not appropriate given the numerous disputed questions of fact. Indeed, almost all of the allegations set forth in the Bhatia Aff. are directly disputed by the Rasul Aff. and the documents attached thereto. See Plaintiff's Rule 56.1 ¶¶ 2, 5-22, 51-67; Rasul Aff. ¶¶ 45-66.

Accordingly, IStopMedia's motion for summary judgment should be denied.

IV. CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that the Court deny Defendant's motion for summary judgment.

Dated: April 23, 2019

Respectfully submitted,

HOGAN & CASSELL, LLP
Attorneys for Star Cable NA, Inc.

By: 

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

16-CV-04067 (SJ)

Plaintiff,

-against-

TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

**AFFIDAVIT OF
BOB RASUL IN
OPPOSITION TO
DEFENDANTS'
MOTIONS FOR
SUMMARY JUDGMENT**

Defendants.
-----X

STATE OF NEW YORK)

COUNTY OF NASSAU)

ss:

SHAHID BOB RASUL, being duly sworn, deposes and states the following under penalty of perjury:

Introduction

1. I am the Chief Technology Officer of the plaintiff in this action, Star Cable NA, Inc. ("Plaintiff" or "Star Cable"). I submit this affidavit in opposition to the motion for summary judgment filed by Total Cable USA LLC ("Total Cable") and the motion for summary judgment filed by 1StopMedia and Entertainment, Inc. d/b/a Radiant IPTV ("1StopMedia") (Total Cable and 1StopMedia will collectively be referred to as "Defendants").

2. As set forth below, neither motion has merit.

Nature of Plaintiff's Claims in this Action

3. Plaintiff is a cable television company that has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services internet protocol television system ("IPTV"), WiMax Wireless and Mobile TV. The

exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhushey TV; and viii) Somoy TV (sometimes hereinafter referred to as the "Exclusive Services").

4. Defendants, in direct violation of Plaintiff's exclusive rights, are receiving and using, divulging or retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services.

5. Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), and New York Law.

6. Prior to October 22, 2013, Total Cable, upon information and belief, operated as a subsidiary of Lalon TV, Inc., an active New York business corporation with principal place of business at 15 Westmoylan Lane in Coram NY. Both Total Cable and Lalon TV, Inc. list their Department of State process to be served upon Ahmodul Barobhuiya ("Barobhuiya"), who testified that he was the CEO of Total Cable.

7. Confirming the extremely close relationship between Total Cable and Lalon TV, Inc., in a bankruptcy proceeding in the Southern District of New York (In Re: World Cable, Inc Case No: 14-10379 (MG)) Lalon TV, Inc. entered an appearance by counsel as Lalon TV, Inc. a/k/a Total TV, a/k/a Total Cable.

8. Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of channels including several from Bangladesh, which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data service

otherwise known as internet access.

9. Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, New York, to its subscribers via the internet in the process known as Internet Protocol Television (i.e. IPTV).

10. In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery services such as Direct TV.

11. In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV ("the Exclusive Rights").

12. Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers.

13. Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same.

14. The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the

customer's bill each month.

15. The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted.

16. Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service.

17. Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhushey TV; and viii) Somoy TV, for all regions within the United States and Canada.

18. A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Asian TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television.

19. A representative of Star Cable met in New York with a representative officer of Ekhushey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Somoy Media Limited.

20. More specifically, with regard to Independent TV, Plaintiff and Independent TV entered into an agreement on November 26, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not

been terminated and is still in effect. The agreement with Independent TV provides Plaintiff with the exclusive right to broadcast Independent TV in United States and Canada via IPTV. See agreement between Plaintiff and Independent TV (attached hereto as Exhibit A).

21. With regard to Jamuna TV, Plaintiff and Jamuna TV entered into an agreement on December 1, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Jamuna TV provides Plaintiff with the exclusive right to broadcast Jamuna TV in United States and Canada via IPTV. See agreement between Plaintiff and Jamuna TV (attached hereto as Exhibit B).

22. With regard to Channel 16, Plaintiff and Channel 16 entered into an agreement on November 24, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Channel 16 provides Plaintiff with the exclusive right to broadcast Channel 16 in United States and Canada via IPTV. See agreement between Plaintiff and Channel 16 (attached hereto as Exhibit C).

23. With regard to My TV, Plaintiff and My TV entered into an agreement on November 30, 2014. The agreement is for nine years. This agreement is still in effect. The agreement with My TV provides Plaintiff with the exclusive right to broadcast My TV in United States and Canada via IPTV. See agreement between Plaintiff and My TV (attached hereto as Exhibit D).

24. With regard to Asian TV, Plaintiff and Asian TV entered into an agreement on November 25, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Asian TV provides Plaintiff with the exclusive right to broadcast Asian TV in

United States and Canada via IPTV. See agreement between Plaintiff and Asian TV (attached hereto as Exhibit E).

25. With regard to Bangla Vision, Plaintiff and Bangla Vision entered into an agreement on June 1, 2016. The agreement is for two years and it automatically renews for a three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Bangla Vision provides Plaintiff with the exclusive right to broadcast Bangla Vision in United States and Canada via IPTV. See agreement between Plaintiff and Bangla Vision (attached hereto as Exhibit F).

26. With regard to Ekhusey TV, Plaintiff and Ekhusey TV entered into an agreement on June 9, 2016. The agreement is for five years. This agreement is still in effect. The agreement with Ekhusey TV provides Plaintiff with the exclusive right to broadcast Ekhusey TV in United States and Canada via IPTV. See agreement between Plaintiff and Ekhusey TV (attached hereto as Exhibit G).

27. With regard to Somoy TV, Plaintiff and Somoy TV entered into an agreement on July 1, 2014. The agreement is for five years. This agreement is still in effect. The agreement with Somoy TV provides Plaintiff with the exclusive right to broadcast Somoy TV in United States and Canada via IPTV. See agreement between Plaintiff and Somoy TV (attached hereto as Exhibit H).

Defendants' Improper Conduct

28. Defendants are telecommunications distribution companies that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system

through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable.

29. Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants.

30. Defendants each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming.

31. In direct derogation of the exclusive rights of Star Cable, Defendants receive the Exclusive Services in the United States and use or divulge or redistribute said communications to their customers. Said actions of Defendants are an unauthorized divulgence of satellite signals.

32. Defendants' violations of Plaintiff's exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable.

Total Cable's Motion Should Not be Granted

33. The main argument raised by Total Cable in its motion for summary judgment is that the claims against it should be dismissed because it was dissolved in May 2016, and it is no longer operating.

34. Total Cable's motion should be denied given that there is a clear issue of fact as to whether Total Cable is still operating, albeit now under the name Total Cable BD.

35. Specifically, attached hereto as Exhibit I are historical website documents

pertaining to Total Cable from 2012 to 2016. These documents reflect Total Cable's phone number of (212) 444-8138.

36. Attached hereto as Exhibit J is a printout from Total Cable's website as it existed on May 7, 2016.

37. Attached hereto as Exhibit K is a printout from the same exact website on August 17, 2016. Notably, the website now has the logo changed to Total Cable BD and the email address changed to info@totalcablebd.com. Most significantly, the phone number of (212) 444-8138 and rest of information is identical on both websites.

38. Before this action was filed, Total Cable and Total Cable BD had its website "who-is" information that shows the owners as publicly available until sometime in 2016. Both websites "who-is" information shows the same individual Habib Rahman as the registrant with address of 15 Westmoylan Lane, Coram New York.

39. Exhibit L hereto, shows the "who-is" information for Total Cable as of August 17, 2016. The information shows the address of 15 Westmoylan Lane, Coram New York. After this suit was commenced, Total Cable changed its "who-is" information to anonymous, as depicted in Exhibit L.

40. Just like Total Cable, the "who-is" information for Total Cable BD as of August 17, 2016, shows the address of 15 Westmoylan Lane, Coram New York. Just like Total Cable, after the commencement of this suit, Total Cable BD made its "who-is" information anonymous. See Exhibit M.

41. Notably, as reflected in information printed from Secretary of State of New York website on April 11, 2019, Total Cable had the same exact address as the address for Total Cable BD, which is 15 Westmoylan Lane, Coram New York. See Exhibit N.

42. While Total Cable claims that after it filed for bankruptcy in 2016, that it had no assets or revenues and dissolved, Exhibit O, shows a transaction from my debit card dated October 2, 2017, for \$90.00. This is for a subscription for services that have been active since approximately 2014. This charge was nearly eleven months after Total Cable filed for bankruptcy and even though Total Cable is claiming that the company was not conducting any business while doing so. Notably, the charge depicts the same Total Cable phone number of (212) 444-8138.

43. Interestingly, in a suit commenced by Asia TV USA Ltd. against Total Cable and other defendants, the defendants recently settled the action for \$450,000. Barobhuiya executed the agreement on behalf of Total Cable in August 2018. See Exhibit P.

44. In sum, this Court should reject Total Cable's claims that it is not operating and that it has no affiliation with Total Cable BD and deny its motion for summary judgment.

1StopMedia's Motion Should Not be Granted

45. In its motion, 1StopMedia does not dispute that it is also broadcasting the Exclusive Services. According to 1StopMedia, however, its conduct is not improper because Plaintiff supposedly does not have the exclusive rights to the eight programming services that comprise the Exclusive Services and that 1StopMedia supposedly has rights to broadcast the Exclusive Services.

46. As set forth below, for two main reasons, 1StopMedia's position does not lead to the conclusion that its motion should be granted.

47. First, almost all of the documents relied upon by 1StopMedia are unauthenticated and uncertified.

48. Second, even if the Court considers the documents, they do not support the relief

sought by 1StopMedia.

49. Specifically, in the March 25, 2019 Affirmation of Satish K. Bhatia in support of 1StopMedia's motion ("Bhatia Aff."), Bhatia claims that 1StopMedia is not broadcasting Somoy TV, just because it so alleged in its answer to the Complaint. See Bhatia Aff. ¶ 4. I submit that this is insufficient to find as a matter of law that 1StopMedia is not broadcasting Somoy TV.

50. Bhatia next states in his affirmation that Plaintiff has no rights to broadcast Boishaki TV. See Bhatia Aff. ¶ 5. Given that Boishaki TV is not part of the claims in this action, I fail to see the relevance of 1StopMedia's reference to Boishaki TV.

51. The only issue raised in the Bhatia Aff. that concerns Independent TV is the claim that Plaintiff's agreement with Independent TV expired because it was for a period of three years and Plaintiff never demonstrated that the agreement was renewed. See Bhatia Aff. ¶ 6.

52. As noted above, however, the Independent TV agreement specifically states that the agreement automatically renews after the three years. Given, as explained above, that the agreement has never been terminated, Star Cable still retains the exclusive rights to broadcast Independent TV in the United States and Canada over IPTV.

53. Moreover, since 1StopMedia does not deny broadcasting Independent TV -- which would be in clear contravention of Star Cable's exclusive rights -- it is evident that 1StopMedia is not entitled to summary judgment as to Star Cable's claims against it.

54. With regard to Jamuna TV, Bhatia argues that 1StopMedia is entitled to summary judgment because: 1) there is no showing that Star Cable's agreement with Jamuna TV was ever renewed; and 2) Jamuna TV has certified that 1StopMedia has rights to broadcast Jamuna TV in North America and that no other entity has exclusive rights to broadcast Jamuna TV anywhere in the world. See Bhatia Aff. ¶¶ 7, 8; Exhibit G to Bhatia Aff.

55. With regard to the first claim, as explained above, the agreement between Star Cable and Jamuna TV automatically renews. Thus, the mere fact that there is no additional documentation showing that the agreement was extended after the first time (which expired on December 1, 2017), does not lead to the conclusion that the agreement is no longer in effect.

56. With regard to the “certification,” notably this document is not authenticated or certified in any manner. It is not notarized and consists of a letter “To Whom it May Concern.” Further, the statement in the document that no other organization has the exclusive rights with Jamuna TV to broadcast Jamuna TV anywhere in the world is undeniably false given that it is belied by the exclusive agreement between Star Cable and Jamuna TV. See Exhibit B.

57. Bhatia next asserts that Star Cable’s claim against 1StopMedia pertaining to Channel 16 is deficient because Channel 16 is supposedly no longer broadcasting and because Channel 16 has an agreement with Lalon TV. See Bhatia Aff. 7.

58. Even assuming that Channel 16 has an agreement with Lalon TV, 1StopMedia does not put forth anything to demonstrate that this would insulate it from liability in this matter. Moreover, the only support for the statement that Channel 16 is no longer broadcasting is the unsupported assertion made by the president of 1StopMedia, Saiful Siddique (“Siddique”). Star Cable submits that Siddique’s unsupported claim is not sufficient for this Court to find as a matter of law that Channel 16 is no longer broadcasting.

59. Similar to its position with Jamuna TV, with regard to My TV, 1StopMedia argues that based upon a “certification” Star Cable does not have the right to broadcast My TV. See Bhatia Aff. ¶ 10; Exhibit I. As with Jamuna TV, the alleged certification is nothing more than a letter “To Whom it May Concern” that is not authenticated, not certified and not notarized. And, the letter is directly contradicted by the exclusive agreement between Star Cable

and My TV. See Exhibit D.

60. With regard to Ekhusey TV, Bhatia claims that Ekhusey TV terminated its agreement with Star Cable by sending a letter to Star Cable on August 23, 2016. See Bhatia Aff. ¶11; Exhibit J.

61. IStopMedia's reliance upon this letter fails. The agreement between Star Cable and Ekhusey TV only permits the termination of the agreement prior to the expiration of the five-year term, which does not expire until June 2021, if there is a material breach of the agreement and the breach is not cured within sixty days. See agreement ¶ 10 (Exhibit G). Even assuming that the letter attached as Exhibit J to the Bhatia Aff. is authentic, the letter does not come close to complying with the language in the agreement for a proper termination of the agreement. In fact, the letter does not even mention paragraph 10 of the agreement, which, if the letter was authentic, one would expect to see in the letter.

62. With regard to Bangla Vision, IStopMedia claims that it cannot be liable for its broadcasting of this service because it entered into an agreement with Bangla Vision on September 23, 2014. See Bhatia Aff. ¶ 14; Exhibit M.

63. Most notably, however, the referenced agreement is for mobile apps, not for broadcasting over IPTV. Thus, this agreement is irrelevant.

64. Finally, IStopMedia claims that it entered into an agreement with Asia TV on November 20, 2014, for exclusive rights and then entered into another agreement with Asia TV on June 6, 2016, for non-exclusive rights to broadcast Asia TV. See Bhatia Aff. ¶¶ 12-13; Exhibits K and L.

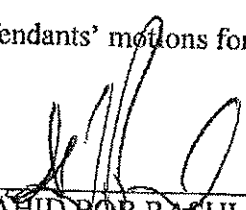
65. Highlighting that there are issues of fact as to the authenticity of these documents, IStopMedia puts forth no explanation as to why if it supposedly obtained exclusive rights from

Asia TV in November 20, 2014 it would then enter into an agreement less than two years later for non-exclusive rights.

66. 1StopMedia's motion should be denied

Conclusion

67. Accordingly, this Court should deny Defendants' motions for summary judgment.



SHAHID BOB RASUL

Sworn to before me this
19 day of April 2019



NOTARY PUBLIC

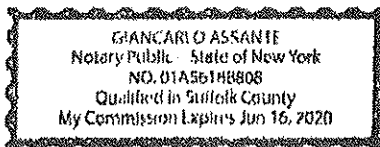


EXHIBIT A

NETWORK AFFILIATION AGREEMENT

Between

Independent Television Ltd.
149-150 Tejgaon /A
Dhaka
Bangladesh

And:
Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Independent Television Ltd. (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.30 per Subscriber, per Month.

Minimum payment first year: \$18,000 to be paid quarterly in advance. First payment due immediately after signing this contract in amount of \$4,500

Guaranteed Payment	vs.	Projection payments*
1 st year: \$18,000 per year.		50,000 subscribers \$180,000
2 nd year: \$36,000		100,000 subs \$360,000
3 rd year: \$54,000		150,000 subs \$540,000

*As the subs increase payments will increase accordingly. Minimum payment is guaranteed 10% of projections. Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system (live data) will be provided on quarterly basis or anytime on written demand from Independent Television Ltd.

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF November 26, 2014, (the "Effective Date")

Conditions as follows:

1. Scope. Affiliate shall have the non-exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV. (Exception of Radiant IPTV)

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this contract. For any fee that is collected from sub-distributors above \$0.30 Independent TV will be paid 50% of the monthly fee

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per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Independent TV agrees that any requests that comes to regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to StarCable NA Inc. Star Cable shall provide a direct feed to these systems requiring access to programming. Independent TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

2. **Term of Agreement.** The term shall be for a period of Three (3) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and half percent (1.5%) interest per day (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"); License Fees to such distribution shall be per subscriber.

Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.

5. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming. Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

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WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. **Audits.** During the Term, renewal Term, if any, and for 26 months thereafter, Network (on a non-contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder in writing, agrees to assume all assignor's obligations hereunder.

10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days. NON-PAYMENT Independent Television Ltd. Has right to terminate this contract by giving 60 days written notice to cure for non-payment of minimum guarantee payment due or for extra payments due based on actual # of subs.

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11. Representations and Warranties. Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. Indemnification. Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. Covenants. Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

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14. Vertical Blanking Interval. Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.


15. Governing Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. Arbitration. All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fee of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. Waiver. Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. Notices. Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC
3839 Bell Blvd Suite 233
Bayside NY 11361

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Notice shall be deemed given upon proof/confirmation of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.
20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint ventures controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.
21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.
22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.
23. **Construction.** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.
24. **"Standard Terms"** shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.
25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Independent Television Ltd.

Signature:



Printed Name:

M Shamsur Rahman

Title:

Editor in Chief & CEO

Date:

26/11/14

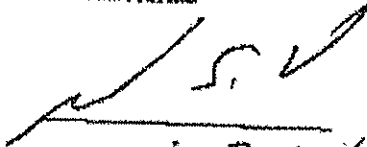
M Shamsur Rahman
Chief Executive Officer

BEWICO media ltd.

Affiant:

StarCable NA Inc.

Signature



Printed Name:

SATIA SOTHI

Title:

Director

Date:

11/26/14

EXHIBIT B



Jamuna Television Limited
 Jamuna Television Bhavan | Jamuna Future Park Complex
 Ka-244, Progoti Sharoni | Baridhara | Dhaka-1229 | Bangladesh
 Phone +880 2 8416040 | Fax +880 2 8416070
 email: info@jamunatv.net
 www.jamunatv.net

NETWORK AFFILIATION AGREEMENT

Between

Jamuna Television
 Jamuna Future Park Complex KA-244
 Progoti Sharoni, Baridhara
 Dhaka
 Bangladesh

And:
 Affiliate: StarCable NA Inc.
 3839 Bell Blvd Suite 233
 Bayville NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming services identified below:

Programming Service: Jamuna Television (the "Service").

Service Description: 24 hour Single Channel News and Programmes

License Fees: USD \$0.50 per Subscriber per Month.

Minimum payment first year: \$18,000 to be paid quarterly in advance. First payment due immediately after signing this contract in amount of \$4,500

Guaranteed Payment	vs.	Projection payments*
1 st year: \$18,000 per year.		50,000 subscribers \$ 300,000
2 nd year: \$36,000		100,000 subs \$ 600,000
3 rd year: \$54,000		150,000 subs \$ 900,000

*As the subscriber payments will increase accordingly. Minimum payment is guaranteed 10% of projections. Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system will be provided on quarterly basis or anytime on written demand from Jamuna Television.
NON-PAYMENT: Jamuna Television has right to terminate this contract by giving 60 days written notice to cure for non-payment of minimum guaranteed payment due as above schedule or for extra payments due based on actual number of subs.

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF December 1, 2014, (the "Effective Date")

Conditions as follows:

1. Affiliate shall have exclusive rights for WiMax Wireless Internet (IPTV Internet Protocol TV) and Mobile TV.



Jamuna Television Limited
 Jamuna Television Bhavan | Jamuna Future Park Complex
 Ka-244, Pragati Shorani | Baridhara | Dhaka-1229 | Bangladesh
 Phone +880 2 8416060 | Fax +880 2 8416070
 email: info@jamunatv.net
 www.jamunatv.net

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this contract. For any fee that is collected from sub-distributor, above \$0.5 Jamuna TV will be paid 50% of the monthly fee per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Jamuna TV agrees that any requests that comes to regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to StarCable NA Inc. Star Cable shall provide a direct feed to these systems requiring access to programming. Jamuna TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

2. **Term of Agreement.** The term shall be for a period of three (3) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three (3) year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the Service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"). License Fees to such distribution shall be per subscriber.

Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.

5. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming Over the Air or on Fiber Notwithstanding anything to the contrary herein,



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Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's name and/or Marks, in routine promotional materials, such as program guides, program listings and bill stickers, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. **Audits.** During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non-contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.

10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing

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**Jamuna Television Limited**

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non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.

11. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. **Indemnification.** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially



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the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order; repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) Identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.

15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of these courts for the purpose of such suit, action or proceeding.

16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.



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18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telexcopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC
3839 Bell Blvd Suite 233
Bayside NY 11361

Notice shall be deemed given upon proof/confirmation of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimers being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

23. **Construction.** The words "herein," "hereof," "hereunder" and other similar terms refer to this Agreement as a whole.



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and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Jamuna Television

Signature: 

Printed Name:

Title:

Date:

Managing Director

01/12/2014

Affiliate:

StarCable MA Inc.

Signature: 

Printed Name:

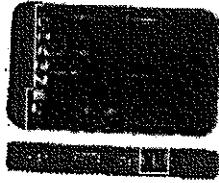
Title:

Date:

SASIR SOKHIL
Director

12/11/14

EXHIBIT C



A Bangla Satellite TV Channel

CHANNEL-16
Insight Telecast

একসাথে সবদিক থেকে বিশ্ববাসীকে

*If you have a chance
give our work and create
a better world*

Ref.

Date: 11/25/2014

NETWORK AFFILIATION AGREEMENT

Between

Channel 16
7-9 Kew-Forest
Dundas-1715
Kew-Forest

And
Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 203
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Channel 16 (the "Service").

Service Description: 24 hour Bangla Channel consisting of Drama, News, music and children's shows.

License Fee: USD \$0.25 per Subscriber, per month.

Minimum Year 1: \$5,000 to be paid quarterly in advance \$1,250 due immediately after signing of this contract.

1st Year: \$12,500

2nd Year: \$16,000

3rd Year: \$16,000

4th Year: \$16,000

5th Year: \$16,000

6th Year: \$16,000

7th Year: \$16,000

8th Year: \$16,000

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF November 25, 2014, (the "Effective Date")

Conditions as follows:

1. Scope. Affiliate shall have the non-exclusive right to distribute the Service via: coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusion rights for Wireless (Wi-Fi), Internet (IPTV Internet Protocol TV) and Mobile TV.

Affiliate may sub-licensure the Service to another service provider as long as it is under the conditions set forth in this contract. For any fee that is collected from sub-licensors, above \$0.25 Channel 16 will be paid 50% of the monthly fee per subscriber. Affiliate shall not knowingly allow unauthorized copying or receipt of the Service. Channel 16 agrees that any requests that comes to requesting carriage on exclusive platforms (Wireless, Wi-Fi or Mobile TV) will direct those requests to StarCable NA Inc. Star Cable shall provide a direct feed to those systems requiring access to programming. Channel 16 will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a

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[Signature]



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast

সংবাদ চরম খবর বিশেষ চরম

If you have a question
please call and write
for creation

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Date:

"person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statute. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the service.

2. **Term of Agreement.** The term shall be for a period of eight (8) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service subscribers on the first and 15 day of the month for which payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.5%) per month (or, if lower, the maximum rate allowable by law) on each unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MULU"). License Fees to such distribution shall be per subscriber.

Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

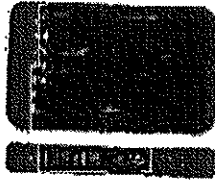
4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then each programming shall be carried on each fixed time delay; and there shall be an alternate channel that would show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to Network.

5. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a terrestrial satellite used for transmission of programming. Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICE.

6. **Ownership.** All Service, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the term. Affiliate only shall use Marks in the version and spaces expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Use of Network's name and/or Marks, in routine promotional materials, such as program guides, program listings and bill stickers, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

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[Signature]



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast

সংবাদ চ্যানেল বাংলা টেলিকাস্ট

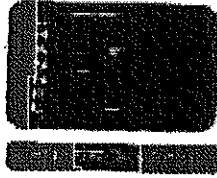
If you have a question
 please call or write
 for assistance

Ref:

Date:

7. **Audit.** During the Term, renewal term, if any, and for 36 months thereafter, Network (as a new consultant for back) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.
8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.
9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferee, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or withheld; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.
10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice to the event of any force majeure (e.g., fire, flood, government action) causing non-operation of facilities or non-availability of the Service hereunder which continues for a continuous period of 90 days.
11. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not infringe the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.
- Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not infringe the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.
12. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses

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 [Signature]



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast

১৬ নম্বর স্যাটেলাইট টিভি চ্যানেল

If you have a chance
you can check and watch
the program

Ref:

Date:

(including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers) or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming may: (i) be obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, in like manner, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscribers arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

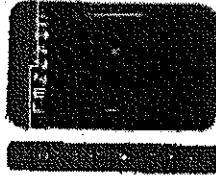
13. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the System in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network owns and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology), provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact, and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation: (i) closed-captioning for the hearing impaired; (ii) a Second Audio Program ("SAP"); (iii) identification and timing of video programming; (iv) web television icons or other triggers; and/or (v) vertical interval test signals (for system and equipment adjustment on broadcasts, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for each other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.

15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx, New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 30 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of

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A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast

একদশম নং নং নং নং নং নং

If you have a dream,
give me a hand and create
the future together.....

Ref:

Date:

competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either each Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or e-mail or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliates shall be to:

StarCable LLC,
8439 Bell Blvd Suite 253
Bayville NY 11764

Notice shall be deemed given upon proof/confirmation of receipt.

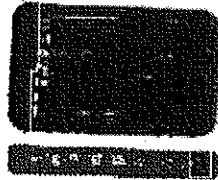
19. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all prior understandings of the Parties relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint ventures or agents as between Affiliates and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or any other service included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliates by virtue of this Agreement or Affiliates' carriage of the Service hereunder. Network disclaims any present or future right, interest or claim in or to the transmission facilities of Affiliates, any affiliate of Affiliates, and the parent, subsidiaries, partnerships or joint ventures controlling the Systems in which the Service is transmitted, each disclaiming being to acknowledge that neither Affiliates nor the transmission facilities of the Systems (or the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

SS
Attorney



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast

অপারেশন সার্ভিস বক্স বিজিটিভ সার্ভিস

*If you have a choice
you can think and wonder
the other way round...*

Ref.

Date:

23. **Construction.** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to such each System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Channel 16

Signature:

[Signature]
26/11/2014

Printed Name:

N.I Munn A

Title:

Date:

Affiliate:

Sun Cable NA Inc.

Signature:

[Signature]
SAJID SOFAIL

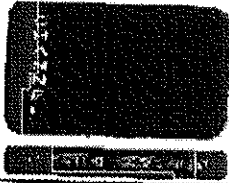
Printed Name:

Title:

Director

Date:

11/25/2014



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast
সম্প্রদায় সত্যতা সত্যতা সত্যতা সত্যতা

*If you have a dream
you can think and create,
fly for occasions.....*

Ref.

Date:

Channel 16's others agreement with others party such Jago bd and Radiant IP Tv will be continue after completion the agreement with Star Cable NA Inc.

SS
~~Channel 16 will reserves the right to do others agreement with others party after competition the agreement with Star Cable NA Inc.~~

Star cable NA Inc will not be allowed to broadcast the program of channel 16 by changing its original program and using extra logo.

Star cable NA Inc. should provide required legal papers for immigration purpose and bear other expenditure if anyone needs to go in USA for business purpose.

Channel 16 will reserve the right to cancel the agreement if payment is due by declaration of one month prior notice.

SS
~~Both parties can cancel the agreement after declaration three months prior notice.~~

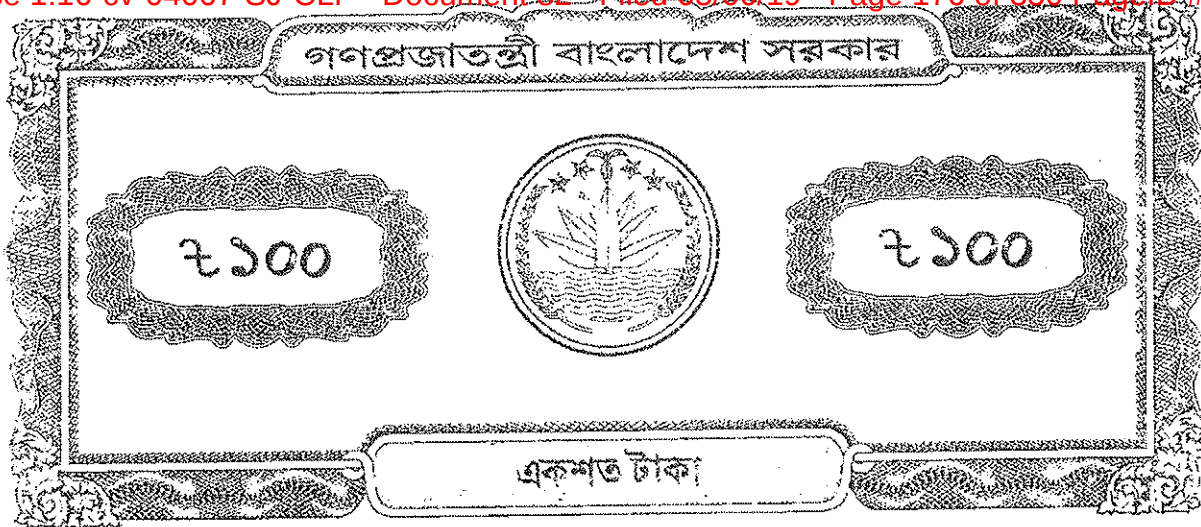
Star cable NA Inc. will have to pay payment through banking channel.

Star Cable NA Inc. will pay yearly subscription payment by two installments.

S. I.
SAGIN SAHAL

11/25/2014

EXHIBIT D



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NETWORK AFFILIATION AGREEMENT

This NETWORK AFFILIATION AGREEMENT is signed and executed on this day th November, 2014 of the Christian Era.

BETWEEN

My TV

V.M.International Ltd.

Represented by it's Chairman & MD

Mr. Nasir Uddin Sathi

Of- Mujaffar Tower(4th-5th-6th Floor)

55, Bir Uttam C.R.Datta Road

Banglamotor, Dhaka, Bangladesh. Party to the First Part(Network).

-A N D-

StarCable NA Inc.

Represented by it's Director

SID SOHAIL, 917-348-100

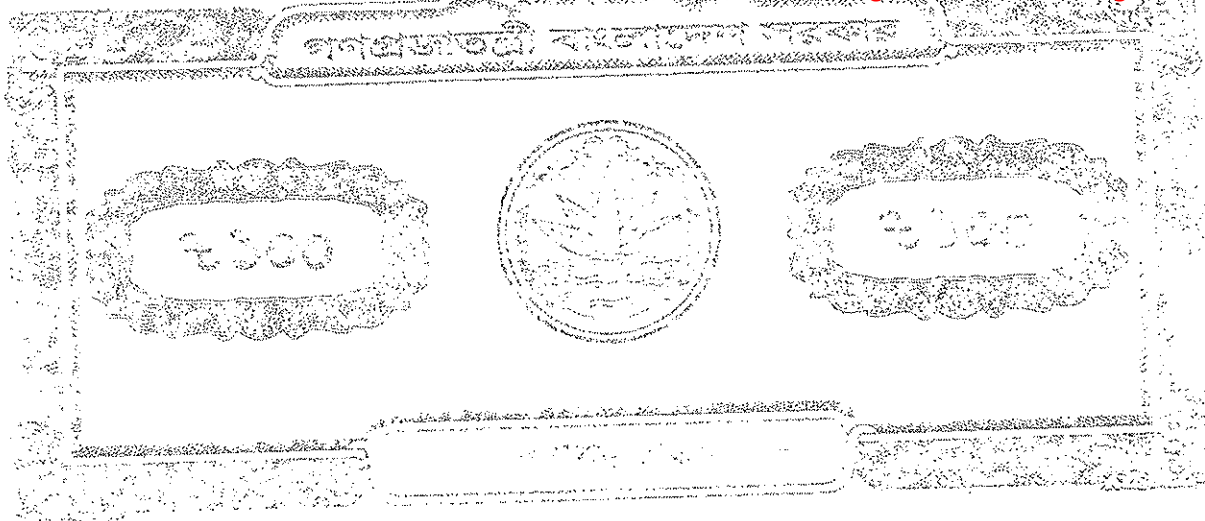
Of-3839 Bell Blvd Suite 233

Bayside NY 11361. Party to the Second Part(Affiliate).

In consideration of the mutual covenants as well as consent set forth in this "NETWORK AFFILIATION AGREEMENT" ("Agreement"), the above-named parties (each sometimes referred to herein as a "PARTY" and collectively as the "Parties") hereby agreed as follows with respect to launch and carriage of the programming service identified below:

- * **Programming Service:** My tv (the "Service").
- * **Service Description:** 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.
- * **License Fees:** USD \$0.25 per Subscriber, per Month.
- * **Minimum payment first year:** \$12,000 to be paid quartely in advance by wire transfer. First payment due immediately after signing of this contract in amount of \$3000.

GURANTEED PAYMENT		vs.	PROJECTED PAYMENTS	
1st year:	\$12,000 per year.		50,000 subs	\$150,000
2nd year:	\$24,000		75,000 subs	\$225,000
3rd year:	\$36,000		100,000 subs.	\$300,000
4th year:	\$48,000		125,000 subs.	\$375,000
5th year:	\$60,000		150,000 subs.	\$450,000
6th year:	\$72,000		175,000 subs.	\$525,000
7th year:	\$84,000		200,000 subs.	\$600,000
8th year:	\$96,000		225,000 subs.	\$675,000
9th year:	\$108,000		250,000 subs.	\$750,000



*As the subscribers will increase day by day the payments will definitely increase accordingly which was shown in the above table .

Number of subscribers report/information have to be submitted by the Party to the Second Part to the Party to the First Part quarterly through which the agreed payment will be calculated / decided as well as the same is guaranteed and adjusted in every quarter of each Calender Month accordingly.

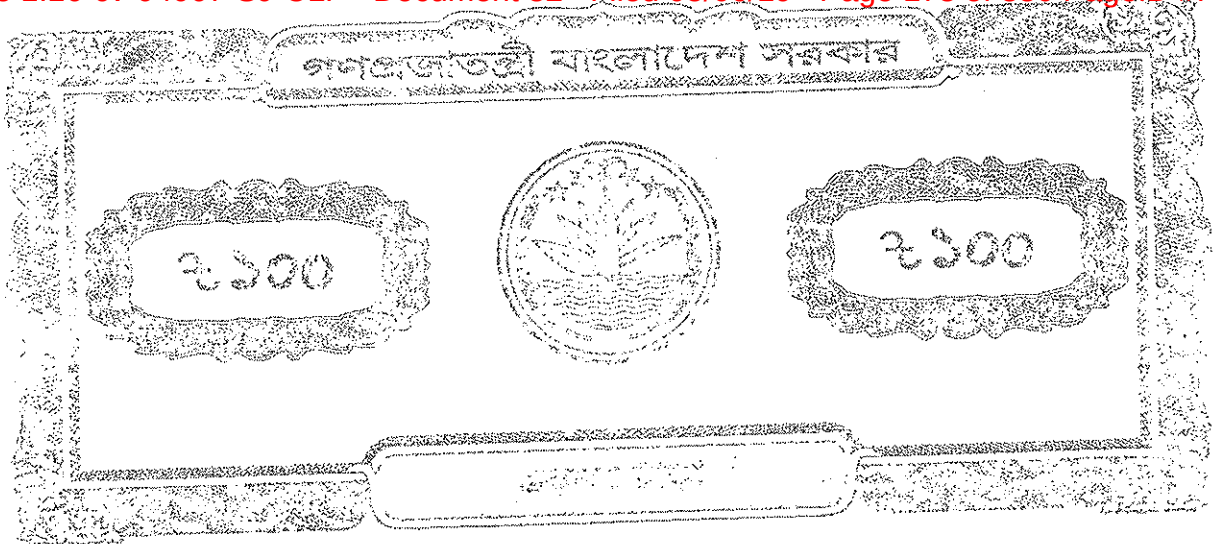
* System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TERMS AND CONDITIONS ARE AS FOLLOWS :

01. Scope : Affiliate shall have the non-exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV.

Affiliate may sub-distribute the Service to another service provider with the prior written approval/consent of the Party to the First Part/Network(My TV Authority) or as long as it is under the conditions set forth in this contract. For any fee that is collected from sub-distributor, above U.S \$ 0.23 My tv (Party to the First Part) will be paid 50% of the monthly fee per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Network(Party to the First Part) agrees that any requests that comes to regarding carriage on exclusive platforms (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to the Affiliate, Party to the Second Part(StarCable N.A Inc.) who will provide a direct feed to these systems requiring access to programming. My tv will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

02. Terms of Agreement : The term shall be for a period of Nine (9) years commencing on the date of signing this Network Affiliation Agreement including Paying the First Advance Payment . This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.



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03. **License Fees and Payment Terms :**

i. Party to the Second Part (Affiliate) have to pay the license fee to the Party to the Second Part in it's Bank Account holding in the Name of V.M International Ltd., bearing S/B Account No. 00020210012796 of Jamuna Bank Ltd., Karwan Bazar Branch, Dhaka or any other Account or any other form duly confirmed by the Network (Party to the First Part) for the right to distribute the service (the "License Fee") pursuant to this Agreement.

(ii) For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

(iii) Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"), License Fees to such distribution shall be per subscriber.

(iv) Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

04. **Carriage :** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.

05. **Delivery of Signal:** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming, Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

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Ownership : All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

06. **Audits** : During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non- contingent fee basis) shall have the right to audit as well as inquiry all the records directly related to confirming the accuracy or numbers of the subscribers of License Fee payments made pursuant to Section 3 above.
07. **Confidentiality** : Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.
08. **Assignment** : This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.
09. **Termination** : Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.
10. **Representations and Warranties** : Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming

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the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA., that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

11. **Indemnification:** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.
12. **Covenants:** Affiliate hereby covenants and agrees that it will:
 - (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date;
 - (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and
 - (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

13. **Vertical Blanking Interval:** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.
14. **Governing Law:** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.
15. **Arbitration:** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.
16. **Waiver:** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.
17. **Notices :** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:
 StarCable LLC.
 3839 Bell Blvd Suite 233
 Bayside NY 11361
 Notice shall be deemed given upon proof/confirmation of receipt.
18. **Entire Agreement:** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

19. **Relationship:** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.
20. **Counterparts:** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.
21. **Severability:** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.
22. **Construction:** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.
23. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.
24. **Marketing Efforts:** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

My tv(V.M International Ltd.)
Represented by it's Chairman and Managing Director

Signature: Nasiruddin
Printed Name: (Mr. Nasiruddin Sathi)

Title: Chairman and Managing Director
Date: 30.11.2014

Party to the Second Part (Affiliate):
StarCable NA Inc., Represented by it's Director SID SOHAIL

Signature: SID
Printed Name: (SID SOHAIL)

Title : **Director, StarCable NA Inc.**
Date: 30.11.2014.

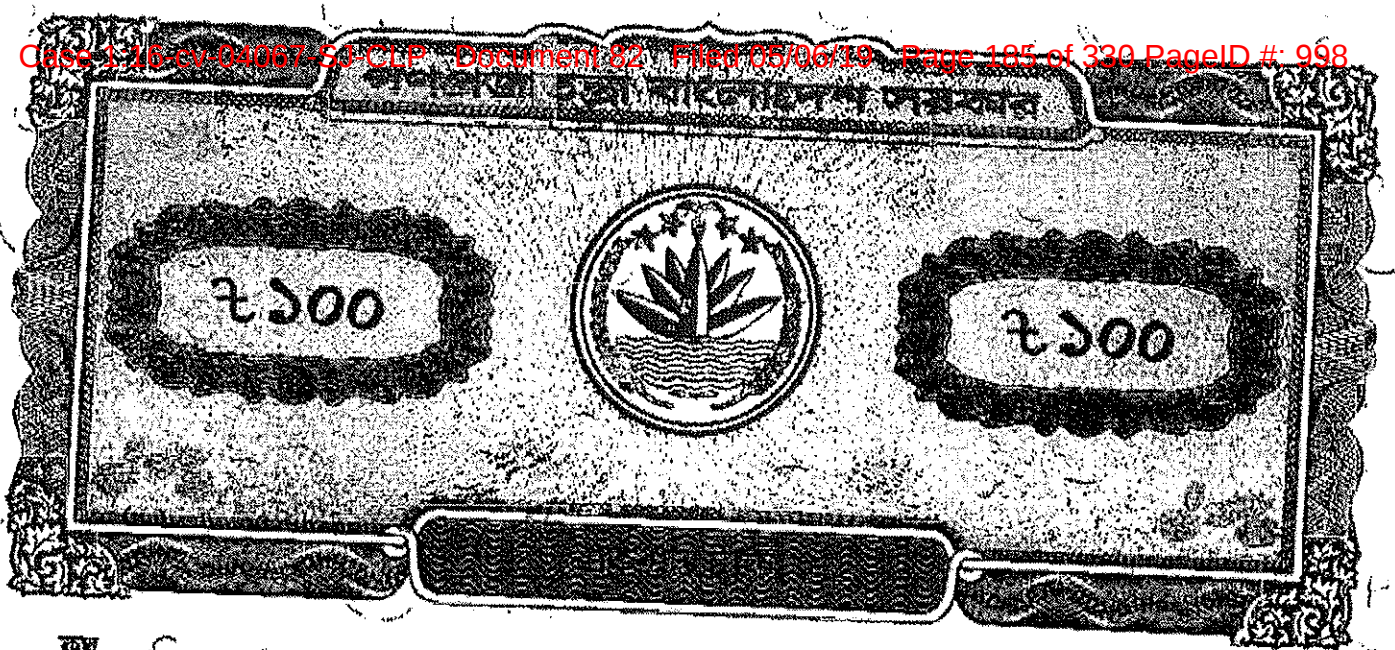
Witnesses :

01. Signature: Masud Nazim
Name: Masud Nazim
Chief Marketing Executive
Atlas Umbrella Factory (BD) Ltd.

02. Signature: Zaker Uddin Samrat
Name: Zaker Uddin Samrat
Director (News & Broadcast)
my tv.

03. Signature: Syed Mokheesur Rahman Palok
Name: Major (Retd.) Syed Mokheesur Rahman Palok
General Manager
my tv.

EXHIBIT E



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NETWORK AFFILIATION AGREEMENT

Between (

Asian TV
House# 60, Block# A Road# 1, Niketon
Gulshan-1 Dhaka
Bangladesh

And:
Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Asian TV (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.25 per Subscriber, per Month.

Minimum Per/Year: \$25,000 to be paid in quarterly basis in amount of \$6,250.00 by wire transfer.

First payment of \$6,250 due immediately after signing of contract:

2nd Year: \$36,000

3rd Year: \$48,000

4th Year: \$60,000

5th Year: \$72,000

6th Year: \$84,000

7th Year: \$96,000

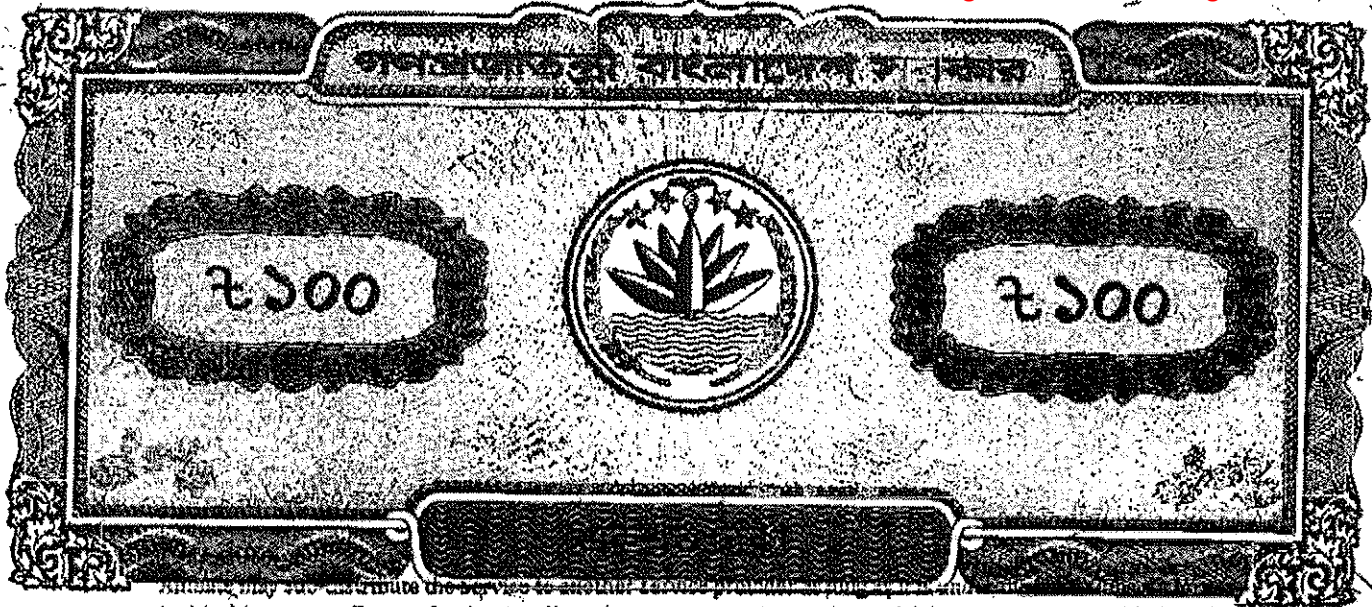
8th Year: \$108,000

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF November 25 -----2014, (the "Effective Date")

Conditions as follows:

1. Scope. Affiliate shall have the non-exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV.



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in this this contract. For any fee that is collected from sub-distributor, above \$0.25 Asian TV will be paid 50% of the monthly fee per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Asian TV agrees that any requests that comes to regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to StarCable NA Inc. Star Cable shall provide a direct feed to these systems requiring access to programming. Asian TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

2. **Term of Agreement.** The term shall be for a period of eight (8) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"). License Fees to such distribution shall be per subscriber.

Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion, then 50%



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5. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming, Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. **Audits.** During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non-contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.

11. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA., that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. **Indemnification.** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliates. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the

15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC.
3839 Bell Blvd Suite 233
Bayside NY 11361

Notice shall be deemed given upon proof/confirmation of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application

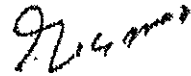
24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

25. Marketing Efforts. The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Asian TV

Signature:



Printed Name:

NAD MIRZA 12.6.2014

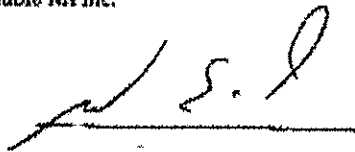
Title:

Date:

Affiliate:

StarCable NA Inc.

Signature



Printed Name:

SADID S. HAIL

Title:

Director

Date:

11/24/14

EXHIBIT F

NETWORK AFFILIATION AGREEMENT

Between

Shamol Bangla Media Limited, a Bangladeshi company located at Noor Tower, 1/F
Free School Street, 110 Bir Uttam, C R Dutta Road, Dhaka-1205 (Bangla Vision
Television)
Dhaka Bangladesh

And:

Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Bangla VisionTV (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.50 per Subscriber, per Month. All Payments will be paid quarterly in Advance. First payment will be \$15,000 due immediately after signing this contract.

Guaranteed Payment :

1 to 6 months	\$5,000/month
7 to 12 months	\$7,500/month
13 to 18 months	\$10,000/month
19 to 24 months	\$12,500/month

Vs.

Projection Payments:

Year 1: 50,000	Subs.	\$300,000
Year 2: 75,000	Subs.	\$450,000

Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system will be provided on quarterly basis or anytime on written demand from Bangla Vision Television Ltd.

System Territory: United States of America, and Canada and Europe.

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ACCEPTED AND AGREED TO EFFECTIVE AS OF June 1, 2016 (the "Effective Date")

Conditions as follows:

1. Scope. Affiliate shall have the exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV.

Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the Bangla Vision legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this this contract. For any fee that is collected from sub-distributor, above \$0.50 Bangla VisionTV will be paid 50% of the monthly fee per subscriber

2. Term of Agreement. The term shall be for a period of two (2) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. License Fees and Payment Terms. Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes,

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restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"), License Fees to such distribution shall be per subscriber. Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. Carriage. Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network. All advertisement in above territory will be run by Star Cable, Bangla Vision will give 2 minutes ad per hour between 1 am to 9 am Dhaka Bangladesh time to promote Star Cable services.

5. Delivery of Signal. During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming, Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. Ownership. All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks. Star cable will have the full authority to enforce or bring lawsuit for any piracy or unauthorized carriage, of this channel.

7. Audits. During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non- contingent fee basis) shall have the right to audit all records

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directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.

10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.

11. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and

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do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. Indemnification. Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind,

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including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. Covenants. Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. Vertical Blanking Interval. Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.

15. Governing Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. Arbitration. All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three

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(3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC,
3839 Bell Blvd Suite 233
Bayside NY 11361

Notice shall be deemed given upon proof/confirmation of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed

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to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

23. **Construction.** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. **"Standard Terms"** shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

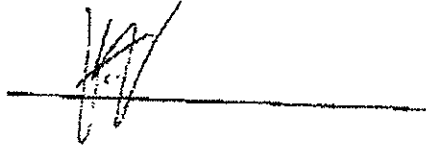
25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Shamol Bangla Media Limited
Bangla VisionTV

Signature:



Printed Name:

Title:

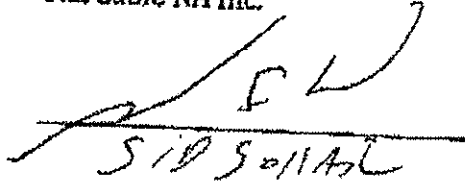
J. Hossain, Deputy-Managing Director

Date:

Affiliate:

StarCable NA Inc.

Signature



Printed Name:

Title:

Director

Date:

Letter of Authorization

This Letter is between Star Cable NA Inc. 3839 Bell Blvd Suite 233 Bayside NY 11361 and Shamol Bangla Media Limited, (Bangla Vision Television) a Bangladeshi company at Noo Tower, 1/F Free School Street, 110, Bir Uttam CR dutta Raod, Dhaka-1205(BanglaVision).

whereas Shamol Bangla Media Limited is provider of certain Bangla programming of which includes Bangla Vision Television.

whereas Shamol Bangla Media Limited wants to protect its Television programming from piracy and illegal use.

whereas Shamol Bangla Media has certain contract with Bangla America Entertainment LLC, which Bangla America Entertainment has continued to violate.

Shamol Bangla Media hereby authorizes Star Cable NA Inc. file a lawsuit against Bangla America Entertainment, LLC Bangla Vision to recover all its monies due and any other legal actions against Bangla America Entertainment that maybe required including injunctive relief. Star Cable will pay for all legal fees and it will be paid back from the fees recovered from Bangla America Entertainment.

Shamol Bangla Media hereby additionally authorizes Star Cable NA Inc. to prosecute against any individuals or companies engaged in piracy or illegal use of Shamol Bangla Media content including Bangla Vision channel, and is authorized to file any lawsuit or injunctive.

Bangla Vision will be responsible to send 30 days notice of cancellation to Bangla America Entertainment.

Star Cable will assist Bangla Vision in this regard, or can send it on Shamol Bangla Media's behalf.

The main Contract will become effective soon after 30 days cure period ends and Bangla America Entertainment contact is terminated.

Shamol Bangla Media Limited. (Bangla Vision TV)

By

Tchraque Hossain

Deputy - Managing Director

Star Cable NA Inc.

By

SID SOHA L
VP.

EXHIBIT G

NETWORK AFFILIATION AGREEMENT

Between

Ekushey Television Limited USA LLC
400 S Willow Ave
Galloway, NJ 08205

The Company wholly owned subsidiary of Ekushey Television Limited 149-150
Tejgaon I/A Dhaka Bangladesh and is authorized by Ekushey Television Limited
Bangladesh to sign this contract.

And:

Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Ekushey TV (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.25 per Subscriber, per Month.

Minimum payment first year: \$15,000 to be paid in 3 payments of \$5,000 each.

Guaranteed Payment	vs.	Projection payments*
1 st year: \$15,000 per year.		50,000 subscribers \$150,000
2 nd year: \$30,000		75,000 subs \$225,000
3 rd year: \$45,000		100,000 subs \$300,000
3 rd year: \$60,000		125,000 subs \$375,000
4 th year: \$72,000		150,000 subs \$450,000
5 th year: \$84,000		175,000 subs \$525,000

Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system will be provided on quarterly basis or anytime on written demand from Ekushey Television Ltd.

System Territory: United States of America, Canada, and Europe.

ACCEPTED AND AGREED TO EFFECTIVE AS OF June 1, 2016 (the "Effective Date")

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Conditions as follows:

1. Scope. Affiliate shall have the Exclusive rights to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV

Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the Ekushey legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this this contract. For any fee that is collected from sub-distributor, above \$0.50 Ekushey TV will be paid 50% of the monthly fee per subscriber

2. Term of Agreement. The term shall be for a period of ^{1 year SS} five (5) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. License Fees and Payment Terms. Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement. Ekushey Television Limited USA ILC will send termination letter to total cable usa and Radiant IPTV.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units-and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs").

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License Fees to such distribution shall be per subscriber.
Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. Carriage. Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.

5. Delivery of Signal. During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming. Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. Ownership. All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. Audits. During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non-contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

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8. Confidentiality. Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. Assignment. This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.

10. Termination. Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.

NON-PAYMENT. Ekushey Television Ltd. Has right to terminate this contract by giving 60 days written notice to cure for non-payment of minimum guarantee payment due or for extra payments due based on actual # of subs.

11. Representations and Warranties. Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or

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judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA., that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. Indemnification. Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct

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damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. Covenants. Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order; repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. Vertical Blanking Interval. Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof, however, in no event is Affiliate required to carry any such additional programming or material.

15. Governing Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. Arbitration. All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third

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arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. Waiver. Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. Notices. Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC.
3839 Bell Blvd Suite 233
Bayside NY 11361

Notice shall be deemed given upon proof/confirmation of receipt.

19. Entire Agreement. This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. Relationship. Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder.

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Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. Counterparts. This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. Severability. The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

23. Construction. The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

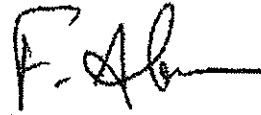
25. Marketing Efforts. The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

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Signature:



Printed Name:

FAKROOL ALAM

Title:

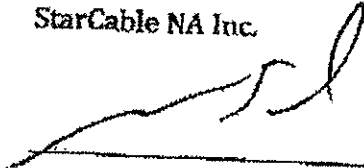
Date:

06-09-16

Affiliate:

StarCable NA Inc.

Signature



Printed Name:

SATIN SOTHAR

Title:

Director

Date:

6/9/16

EXHIBIT H



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NETWORK AFFILIATION AGREEMENT

Between
Network: Somoy Media Limited (Somoy Television)
Nasir Trade Center
89, Bir Uttam C. R. Dutta Road, Dhaka-1205
Bangladesh

And:
Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Somoy Television

Service Description: 24 hour Bangla Language Channel consisting of News and Current Affairs.

Licence Fee: 1st year US\$ 15000 (fifteen thousand), 2nd year US\$ 30000 (thirty thousand), 3rd year US\$ 40000 (forty thousand), 4th year US\$ 50000 (fifty thousand), 5th year US\$ 60000 (sixty thousand), Irrespective of number of customers

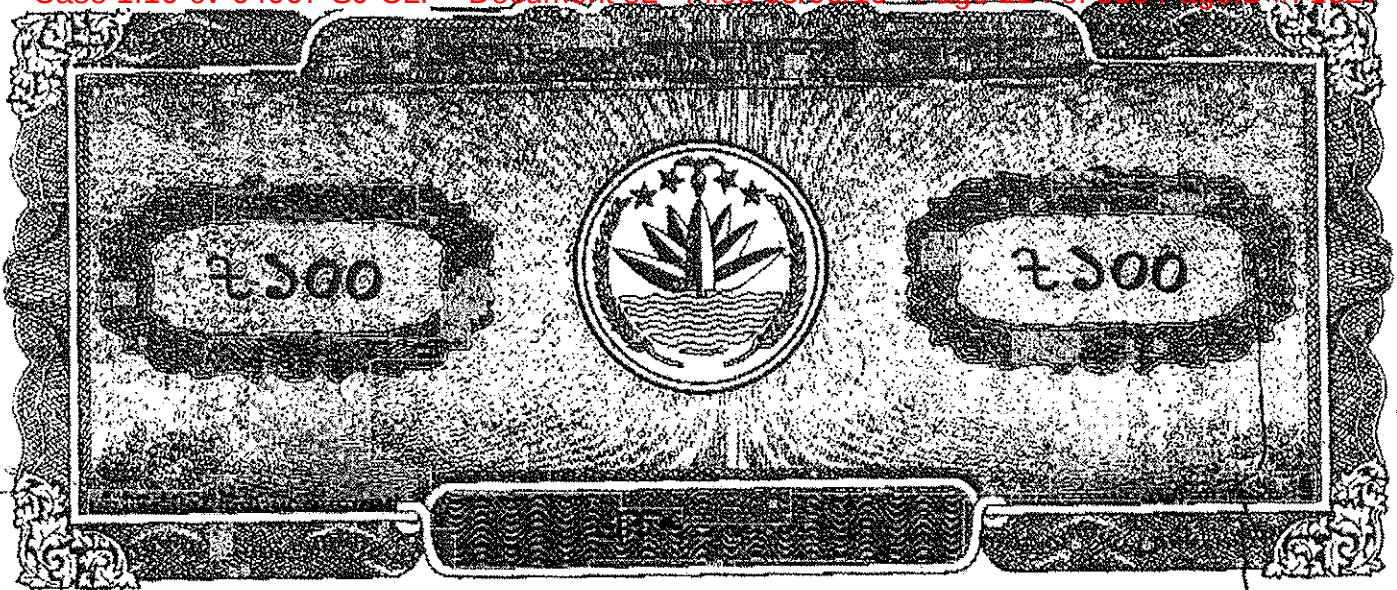
System Territory: Exclusively in the United States and Canada and non-exclusively in other countries.

ACCEPTED AND AGREED TO, EFFECTIVE AS OF 1st July, 2014 (the "Effective Date")

Conditions as follows:

1. **Scope.** Affiliate shall have the exclusive right only in the U.S. and Canada to distribute the Service via

the coax cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile. Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this contract. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Any requests that comes to Somoy TV regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile) Somoy TV will direct those requests to Star cable Na Inc. Star cable shall provide a direct feed to these systems requiring access to programming. Somoy TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber



2. **Term of Agreement.** The term shall be for a period of Five (5) years commencing on the Effective date (the "Term"). This agreement shall prevail unless either Party provides at least 30 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 30 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. License Fees and Payment Terms.

Affiliate shall pay Somoy TV a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

In five years of agreement, Affiliate will pay Somoy TV full advance payment of 1st year which is US\$ 15,000 and half advance payment of 2nd year which is US\$ 15,000 totalling the amount to US\$ 30,000. On the 10th month of 1st year, affiliate will pay the rest of the amount US\$ 15,000. From that onwards, there will be advance payment of one year only.

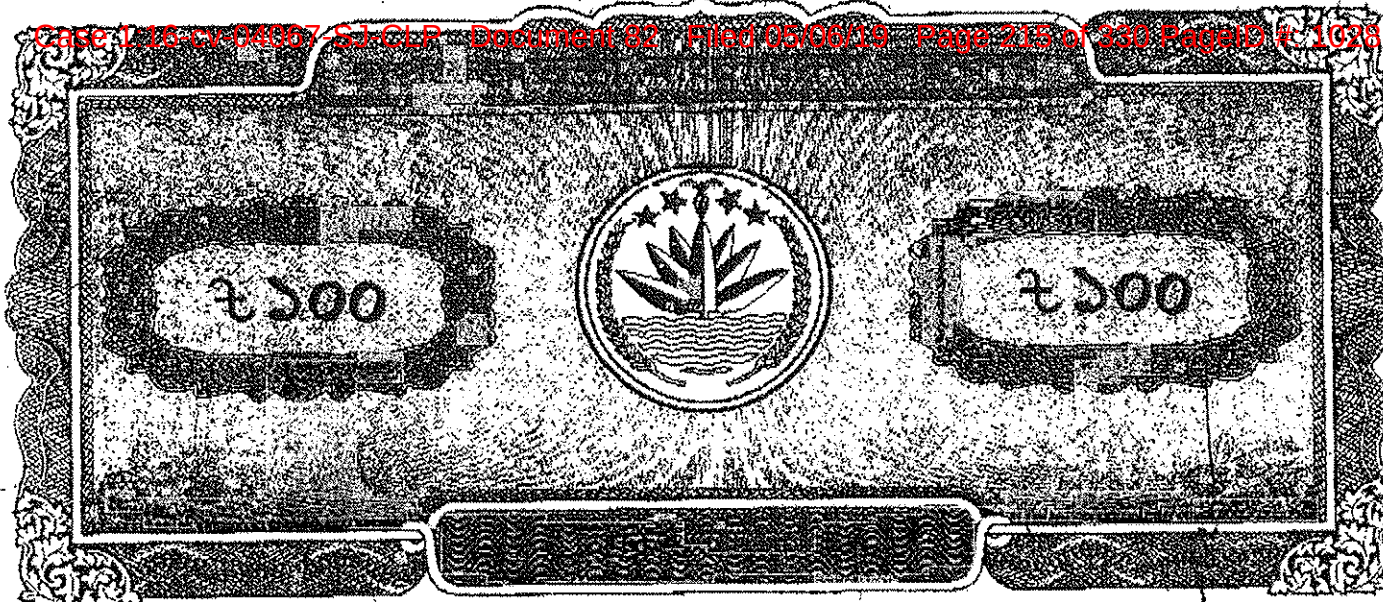
The payment schedule for the 5 years would be 1st year US\$ 15000, 2nd year US\$ 30000, 3rd year US\$ 40000, 4th year US\$ 50000, 5th year US\$ 60000.

Payment Year	Amount in USD	Payment Details	Tentative Payment Date	Amount To Be Paid
1st Year	15,000	Full amount of 1st year & 50% of advance of 2nd Years	June 2014	\$30,000/
2nd Year	30,000	Rest 50% of 2nd year	June 2015	\$15,000/
3rd Year	40,000	Full advance payment of 3rd Year	December 2015/January 2016	\$40,000/
4th Years	50,000	Full advance payment of 4th Year	December 2016/January 2017	\$50,000/
5th Year	60,000	Full advance payment of 5th Year	December 2017/January 2018	\$60,000/

After receiving the advance payment, If Network (Somoy TV) declares the agreement invalid, for a material cause, it will be bound to Refund the payment upon calculation of the last effective date of this agreement. After making the advance payment, if Affiliate (StarCable) declares the agreement invalid, it will not receive any refund.

If there is no advance payment in due date throughout this five years agreement, Network will provide a written notice to Affiliate within 15 days. If Network does not pay the advance payment within the next 15 days, this agreement will become null and void automatically.

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1 1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, from the Due Date until payment is received by Network. There shall be no tax withholdings from



4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would be without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. Affiliate will never alter or edit any of programming for advertisement insertion under this agreement.

5. **Delivery of Signal.** During the Term, Somoy TV shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Somoy TV to each System, in a digitally compressed mode, by transmitting a signal of the Service via an international satellite used for transmission of programming. Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

SOMOY TELEVISION WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill starters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

8. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that

10. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of State of New York, USA., that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

11. **Indemnification.** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

12. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

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(1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

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Sid Sohail
Star Cable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

Mohammed Akther Hossain
Somoy Media Limited
Nasir Trade Center
89, Bir Uttam C. R. Dutta Road, Dhaka-1205
Bangladesh

Notice shall be deemed given upon proof/confirmation of receipt.

18. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

19. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Neither Party shall be deemed to create, and the Parties do not intend to create

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22. **Construction.** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Network: Somoy Media Limited (Somoy Television)

Signature 

Name : Ahmed Jobaer

Title : Managing Director & CEO

Date : 10th June, 2014

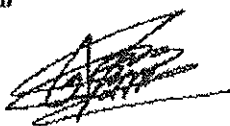
Witness

Signature

Name : Mohammed Akther Hossain

Title : Head of Operations

Somoy Media Limited
Nasir Trade Center



Affiliate: Star Cable SA Inc.

Signature 

Name : Sid Sohail (SA SID)

Title : Director

Date : 10th June, 2014

EXHIBIT I

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১১২-৪৪৪-৮১৩৮

Total Cable
"Reliable, Affordable!"

Navigation: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

Welcome to Total Cable USA.

Total Cable has begun its operation in 2009 and has been in production since January, 2011. The inspiration of the company is the realization that there is a need for a company that can provide a wide variety of international channels to the Bangladeshi community in the USA. The company is headquartered in the New York City in the state of New York.

Total Cable, has developed a highly innovative product/solution for the IPTV/Cable product sector. Our research indicates that our technology is unique and will offer significant advantage over all available similar and competing products/services.

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Subscriber Login



User Name

http://totalcableusa.com/index.html Go AUG DEC FEB
35 captures 16
3 Sep 2012 - 29 Sep 2016 2013 2014 2016



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- Packages
- How to
- About us
- Why Total Cable
- Referral
- News
- Contact Us



1 2 3 4 5 6 7 8 9 10 11 12

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User Name

4/11/2019

Total Cable | Building and delivering broadcast networks worldwide

http://www.totalcableusa.com/index.html Go MAY JUN JUL
35 captures
3 Sep 2012 - 18 Sep 2016
2014 2015 2016



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- Packages
- How to
- About us
- Why Total Cable
- Referral
- News
- Contact Us

অধ্য
ও বিনোদনের
সম্পূর্ণ
আয়োজন
এখন
আপনার
ঘরে
টোটাল ক্যাবলো

১১টি বাংলা চ্যানেল, ১১টি ইন্ডি চ্যানেল, ১১টি ভারতীয় চ্যানেল,
৬টি সেরে, ৬টি কলিফোর্নিয়া, ৬টি ইন্টারনেট ৬টি স্পোর্টস চ্যানেল

১-২১২-৪৪৪-৮১৩৮
সংগ্রহীত: ২০১২-০৯-১৮

Total Cable
"Reliable, Affordable!"

Package 1 2 3 4 5 6 7 8 9 10

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Read more...

Subscriber Login

User Name

EXHIBIT J

1-212-444-8138

info@totalcableusa.com

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[Service Order \(/customerSignup\)](#)



(/)

আমরা বাংলায় কথা বলি

TOTAL CABLE CHANNELS PACKAGE

REQUIRES 4MB MINIMUM BANDWIDTH FOR ALL CHANNELS.



SPORTS

Including all European and American Sports.



MOVIES

Including the Latest Movie, Drama a Comedy.

📺 জি বাংলা	📺 AYM Sports	📺 TNT Serie	📺 Boishakhi	📺 SATV	📺 Al Ramadan
📺 জি বাংলা	📺 Animal	HD	TV	📺 BTV	📺 Peace TV
📺 সিনেমা	📺 Planet	📺 FX	📺 Ekattor TV	📺 BTV World	📺 Peace TV
📺 Zee TV HD	📺 Discovery	📺 Food	📺 Independent	📺 S Bangla	📺 Bangla
📺 Zee	📺 Channel	📺 Network	📺 Jamuna TV	📺 ATN Islamic	📺 Guide US
📺 Bollywood	📺 National	📺 A&E	📺 Channel 24	TV	TV
📺 Zee Living	📺 Geographic	📺 Bloomberg	📺 My TV	📺 ATN News	📺 Iqra TV
📺 ২৪ ঘন্টা	📺 One	📺 Television	📺 ATN Bangla	📺 TBN 24	📺 Bangla
📺 Disney	📺 America News	📺 HGTV	📺 ATN Music	📺 TBN Music	📺 Huda TV
📺 Channel	📺 CNN	📺 Channel i	📺 Gaanbangla	📺 TBN	📺 Al Quran
📺 Nickelodeon	📺 History	📺 Rtv	TV	📺 Cinema	📺 Quran
📺 Cartoon			📺 Asian TV	📺 TBN	📺 Bangla
📺 Network			📺 ATN Bangla	📺 Weather	📺 Al Madina
📺 Eurosports			UK	📺 ITV 24	📺 Al Mahabba
HD					



NEWS CHANNELS

Always be up-to-date with live news channels from around the world.

- ২৪ ঘণ্টা
- One
- Fox News
- CNN
- ATN News
- Ekattor TV
- America News Channel
- Independent

ISLAMIC CHANNELS

Lead your life according to the teaching of the Quran and Sunnah.

- ITV24
- Quran
- Peace TV
- Al Ramadan
- Al Mahabba
- Iqra TV
- Al Quran
- Bangla
- Peace TV
- Al Madina
- Bangla
- Guide US
- Bangla

SERIES

Stay connected with latest Bengali and English TV series

MUSIC CHANNELS

Both Bengali and English and other other music.

KID'S CHANNELS

Keep your kids entertained with c channels.

- জি বাংলা
- জি বাংলা
- TBN Music
- Zee TV HD
- Cartoon
- Disney
- S Bangla
- সিনেমা
- ATN Music
- S Bangla
- Network
- Channel
- TNT Serie
- Gaanbangla
- Zee
- Nickelodeon
- HD
- TV
- Bollywood

About us

Total Cable USA is leading IPTV providers to the Bangladeshi community in the USA and Canada. The company is headquartered in the New York City in the state of New York. Total Cable 's Technology Provides a Total End to End Solution. Bangladeshis living in the U.S. try to connect back to home land by watching Bangladeshi TV program. Unfortunately, it gets tricky with monopoly of media

companies and real estate management
companies exclusive contract with certain
providers. More...

Our Contacts

Total Cable USA Inc.

3719 57TH ST

Woodside, New York 11377

Phone: 1-212-444-8138

Fax: 6312400210

Email:

info@totalcableusa.com

(mailto:info@totalcableusa.com)

Website:

[www.totalcableusa.com \(/\)](http://www.totalcableusa.com/)

File upload: [click here to](#)

[upload your file \(/fileUpload\)](#)

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(?ref=ts)

EXHIBIT “K”

1-212-444-8138 | info@totalcablebd.com

[Log In \(/login\)](#) [Service Order \(/customerSignup\)](#)



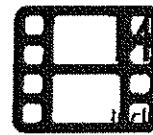
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including all European and American Sports.



MOVIES

including the Latest Movie, Drar Comedy.

📺 জি বাংলা	📺 AYM Sports	📺 TNT Serie	📺 Roishakhi	📺 SATV	📺 Al Ramadan
📺 জি বাংলা	📺 Animal	HD	TV	📺 BTV	📺 Peace TV
📺 সিনেমা	📺 Planet	📺 FX	📺 Ekattor TV	📺 BTV World	📺 Peace TV
📺 Zee TV HD	📺 Discovery	📺 Food	📺 Independent	📺 S Bangla	📺 Bangla
📺 Zee	📺 Channel	📺 Network	📺 Jamuna TV	📺 ATN Islamic	📺 Guide US
📺 Bollywood	📺 National	📺 A&E	📺 Channel 24	📺 ATN News	📺 Iqra TV
📺 Zee Living	📺 Geographic	📺 Bloomberg	📺 My TV	📺 TBN 24	📺 Bangla
📺 ২৪ ঘণ্টা	📺 One	📺 Television	📺 ATN Bangla	📺 TBN Music	📺 Huda TV
📺 Disney	📺 America News	📺 HGTV	📺 ATN Music	📺 TBN	📺 Al Quran
📺 Channel	📺 CNN	📺 Channel i	📺 Gaanbangla	📺 Cinema	📺 Quran
📺 Nickelodeon	📺 History	📺 Rtv	📺 TV	📺 TBN	📺 Bangla
📺 Cartoon			📺 Asian TV	📺 Weather	📺 Al Madina
📺 Network			📺 ATN Bangla	📺 ITV 24	📺 Al Mahabba
📺 Eurosports			UK		
HD					



NEWS CHANNELS

Always be up-to-date with live news channels from around the world.

২৪ ঘণ্টা
1-212-444-8138
Ekattor TV

One
info@totalcablebd.com
America News Channel

Fox News
Channel

CNN
Log in (/login)

ATN News
Service Order (/customerSignup)



দেশী ওটিটি অপারেটর



ISLAMIC CHANNELS

Lead your life according to the teaching of the Quran and Sunnah.

☆ ITV24

☆ Al Quran

☆ Quran

Bangla

☆ Guide US

☆ Peace TV

☆ Peace TV

Bangla

☆ Al Ramadan

☆ Al Madina

☆ Al Mahabba

☆ Iqra TV

Bangla



SERIES

Stay connected with latest Bengali and English TV series



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Both Bengali and English and other other music.



KID'S CHANNEL

Keep your kid entertained w cartoons chan

জি বাংলা
S Bangla

জি বাংলা
সিনেমা
TNT Serie
HD

Ⓢ TBN Music
Ⓢ ATN Music
Ⓢ Gaanbangla
TV

Ⓢ Zee TV HD
Ⓢ S Bangla
Ⓢ Zee
Bollywood

Ⓢ Cartoon
Network
Nickelodeon

Ⓢ Disney
Channel

About us

Total Cable USA is leading IPTV providers to the Bangladeshi community in the USA and Canada. We are a consumer technology and Services Company based in Bangladesh, committed to delivering Live and On-Demand content to viewers

1-212-444-8138

via our proprietary Internet based set-top
box (STB). Total Cable is the leading

Log In (/login)

Service Order (/customerSignup)



distributor of Internet based South Asian
content, bringing
s, Music and more to
dia, Bangladesh, Europe
and Middle East.

Our Contacts

Telephonic Support

Our professional support
staffs are available 8:00am –
10:00PM (EST Time) to help
you. Please contact us at the
following phone numbers:
Phone: 212-444-8138
Fax: 6312400210

Email Support

Our customers can always
email their questions to
following email addresses for
answers in a timely fashion:
info@totalcableusa.com

File upload: click here to
upload your file (/fileUpload)

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f <https://www.facebook.com/TotalCable/?fref=ts>

EXHIBIT “L”



Sorry, someone else already owns this domain, but we can help you get it.

Backorder for:

totalcableusa.com

Backorder

For only \$10.00, we can help you get this domain. Here's how it works:

We'll negotiate for you anonymously with whoever currently owns the domain.

If the owner of the domain isn't ready to sell yet, we will watch it every day to see when it becomes available.

If the owner doesn't renew, we'll get it for you before it becomes available to the general public.

totalcableusa.com

Is this your domain name? Renew it now.

Domain Name: TOTALCABLEUSA.COM
Registry Domain ID: 1738757417_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2012-08-13T23:24:21Z
Creation Date: 2012-08-13T23:24:21Z
Registrar Registration Expiration Date: 2017-08-13T23:24:21Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: ok http://www.icann.org/epp#ok
Registry Registrant ID: Not Available From Registry
Registrant Name: Habib Rahman
Registrant Organization: Total Tvs
Registrant Street: 15 westmoylan ln
Registrant City: coram
Registrant State/Province: New York
Registrant Postal Code: 11727
Registrant Country: US
Registrant Phone: (646) 474-0418
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: info@totaltvs.com
Registry Admin ID: Not Available From Registry
Admin Name: Habib Rahman
Admin Organization: Total Tvs
Admin Street: 15 westmoylan ln
Admin City: coram
Admin State/Province: New York
Admin Postal Code: 11727
Admin Country: US
Admin Phone: (646) 474-0418
Admin Phone Ext:
Admin Fax:

Admin Fax Ext:
Admin Email: info@totaltvs.com
Registry Tech ID: Not Available From Registry
Tech Name: Habib Rahman
Tech Organization: Total Tvs
Tech Street: 15 westmoylan ln
Tech City: coram
Tech State/Province: New York
Tech Postal Code: 11727
Tech Country: US
Tech Phone: (646) 474-0418
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: info@totaltvs.com
Name Server: NS73.DOMAINCONTROL.COM
Name Server: NS74.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.inte
>>> Last update of WHOIS database: 2016-08-17T13:00:00Z <<<

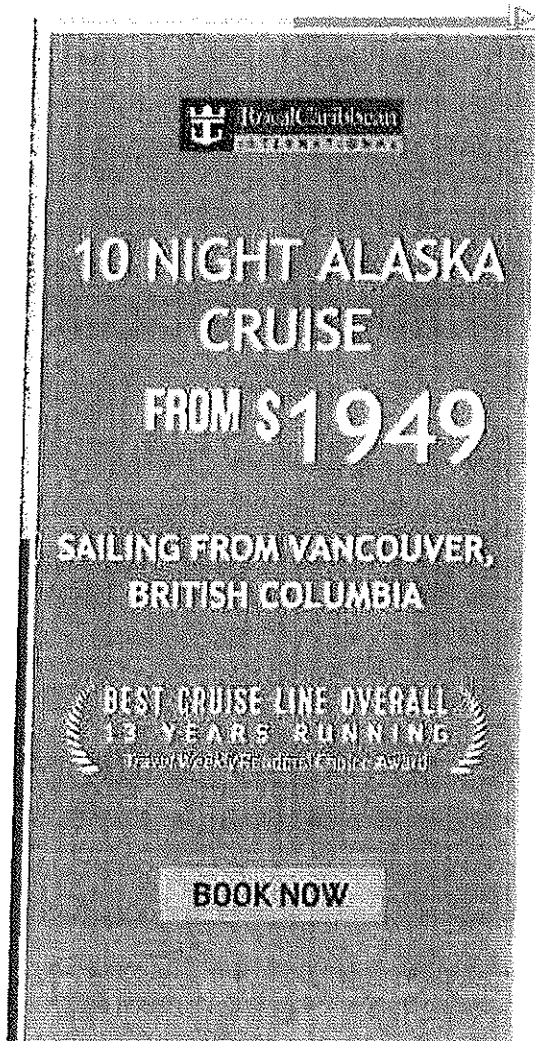
For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

The data contained in GoDaddy.com, LLC's WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In part you agree not to use this data to allow, enable, or otherwise make possible the dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

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The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

[Show underlying registry data for this record](#)



Search Again

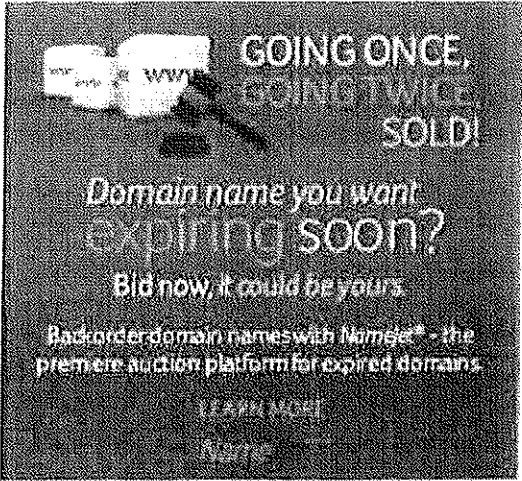
: Search again here...



Search by either

• Domain Name e.g. networksolutions.com

IP Address e.g. 205.178.187.13





12mm Old City Collection Savannah
Myth

\$1.19 Sq ft

[View Now](#)

The price includes a one-time, non-refundable set-up fee and annual subscription fee for the Service per each domain name requested for backorder. Network Solutions reserves the right to waive or discount the set-up fee at any time. The price does not include the cost of the actual domain name. If the domain name is acquired, the cost of the one-year domain name registration will be charged to your credit card or other payment method on file. Network Solutions does not guarantee that you will obtain the domain name through this Service.

4/11/2019

WHOIS search results



Promos



Search the WHOIS Database

Enter a domain name to search

Secure

Private Registration Local listings

WHOIS search results

Domain Name: TOTALCABLEUSA.COM
Registry Domain ID: 1738757417_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Updated Date: 2017-08-14T14:33:18Z
Creation Date: 2012-08-13T23:24:21Z
Registrar Registration Expiration Date: 2022-08-13T23:24:21Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: ok http://www.icann.org/epp#ok
Registry Registrant ID: Not Available From Registry
Registrant Name: Registration Private
Registrant Organization: Domains By Proxy, LLC
Registrant Street: DomainsByProxy.com
Registrant Street: 14455 N. Hayden Road
Registrant City: Scottsdale
Registrant State/Province: Arizona
Registrant Postal Code: 85260
Registrant Country: US
Registrant Phone: +1.4806242599

Registrant Phone Ext:
Registrant Fax: +1.4806242598
Registrant Fax Ext:
Registrant Email: TOTALCABLEUSA.COM@domainsbyproxy.com
Registry Admin ID: Not Available From Registry
Admin Name: Registration Private
Admin Organization: Domains By Proxy, LLC
Admin Street: DomainsByProxy.com
Admin Street: 14455 N. Hayden Road
Admin City: Scottsdale
Admin State/Province: Arizona
Admin Postal Code: 85260
Admin Country: US
Admin Phone: +1.4806242599
Admin Phone Ext:
Admin Fax: +1.4806242598
Admin Fax Ext:
Admin Email: TOTALCABLEUSA.COM@domainsbyproxy.com
Registry Tech ID: Not Available From Registry
Tech Name: Registration Private
Tech Organization: Domains By Proxy, LLC
Tech Street: DomainsByProxy.com
Tech Street: 14455 N. Hayden Road
Tech City: Scottsdale
Tech State/Province: Arizona
Tech Postal Code: 85260
Tech Country: US
Tech Phone: +1.4806242599
Tech Phone Ext:
Tech Fax: +1.4806242598
Tech Fax Ext:
Tech Email: TOTALCABLEUSA.COM@domainsbyproxy.com
Name Server: NS73.DOMAINCONTROL.COM
Name Server: NS74.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2019-04-11T19:00:00Z <<<

For more information on Whois status codes, please visit

<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

Notes:

IMPORTANT: Port43 will provide the ICANN-required minimum data set per ICANN Temporary Specification, adopted 17 May 2018.

Visit <https://whois.godaddy.com> to look up contact data for domains not covered by GDPR policy.

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WHOIS search results

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Apps

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Go Daddy Academy

Community

Go Daddy Store

Apparel & Merch

Go Daddy

Support

Go Daddy Network

ICANN Commission

Tools for Pros

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

[illegible]

Figure 1. The effect of the number of trials on the number of correct responses. The number of correct responses was significantly higher for the 10-trial condition than for the 5-trial condition. Error bars represent the standard error of the mean.

Create Account

1954-1955

2000年12月29日

[illegible]

doi:10.1017/S0022292412001344 Printed in the United Kingdom

<https://www.godaddy.com/whois/results.aspx?domain=totalcableusa.com&recaptchaResponse=03AOLTLQCNjFO5m8SWUrcZnUSpigFxtlIda0qHlH3ZpA-4tE8LZ...> 5/6

4/11/2019 10:00:00 AM

EXHIBIT “M”



Sorry, someone else already owns this domain, but we can help you get it.

Backorder for:

totalcablebd.com

Backorder

For only \$10.00, we can help you get this domain. Here's how it works:

We'll negotiate for you anonymously with whoever currently owns the domain.

If the owner of the domain isn't ready to sell yet, we will watch it every day to see when it becomes available.

If the owner doesn't renew, we'll get it for you before it becomes available to the general public.

totalcablebd.com

Is this your domain name? [Renew it now.](#)

Domain Name: TOTALCABLEBD.COM
Registry Domain ID: 1938827466_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2015-06-15T17:08:21Z
Creation Date: 2015-06-15T17:08:21Z
Registrar Registration Expiration Date: 2020-06-15T17:08:21Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID: Not Available From Registry
Registrant Name: Habib Rahman
Registrant Organization: Total Tvs
Registrant Street: 15 westmoylan ln
Registrant City: coram
Registrant State/Province: New York
Registrant Postal Code: 11727
Registrant Country: US
Registrant Phone: +1.6464740418
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: info@totaltvs.com
Registry Admin ID: Not Available From Registry
Admin Name: Habib Rahman
Admin Organization: Total Tvs
Admin Street: 15 westmoylan ln
Admin City: coram
Admin State/Province: New York
Admin Postal Code: 11727
Admin Country: US

Admin Phone: +1.6464740418
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: info@totaltvs.com
Registry Tech ID: Not Available From Registry
Tech Name: Habib Rahman
Tech Organization: Total Tvs
Tech Street: 15 westmoylan ln
Tech City: coram
Tech State/Province: New York
Tech Postal Code: 11727
Tech Country: US
Tech Phone: +1.6464740418
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: info@totaltvs.com
Name Server: NS31.DOMAINCONTROL.COM
Name Server: NS32.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.inte
>>> Last update of WHOIS database: 2016-08-17T13:00:00Z <<<

For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

The data contained in GoDaddy.com, LLC's WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In part you agree not to use this data to allow, enable, or otherwise make possible dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

[Show underlying registry data for this record](#)

Stone Siding - Quartzite Finished
Slate Collection Quartzite
Finished Slate - Bermuda Green /
Ledge Stone 6"x24

\$4.59 Sq ft

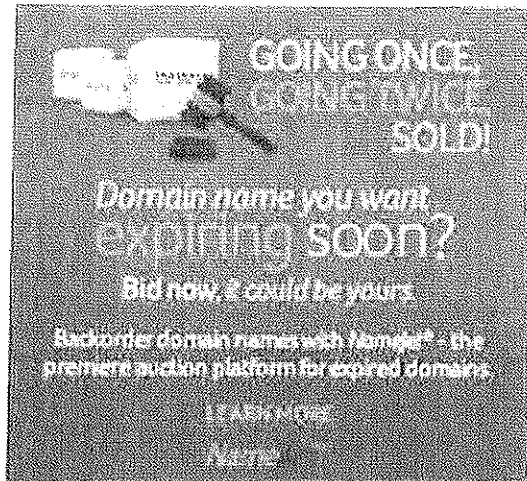
[View Now](#)

[Search Again](#)

[Search again here...](#)

[Search by either](#)

[Domain Name](#) e.g. networksolutions.com
[IP Address](#) e.g. 205.178.187.13



▲

\$0.79 Sq ft

▼

[View Now](#)

The price includes a one-time, non-refundable set-up fee and annual subscription fee for the Service per each domain name requested for backorder. Network Solutions reserves the right to waive or discount the set-up fee at any time. The price does not include the cost of the actual domain name. If the domain name is acquired, the cost of the one-year domain name registration will be charged to your credit card or other payment method on file. Network Solutions does not guarantee that you will obtain the domain name through this Service.



Search the WHOIS Database

Enter a domain name to search

Search

Private Registration Local listings

WHOIS search results

Domain Name: TOTALCABLEBD.COM

Registry Domain ID: 1938827466_DOMAIN_COM-VRSN

Registrar WHOIS Server: whois.godaddy.com

Registrar URL: <http://www.godaddy.com>

Updated Date: 2015-06-15T17:08:21Z

Creation Date: 2015-06-15T17:08:21Z

Registrar Registration Expiration Date: 2020-06-15T17:08:21Z

Registrar: GoDaddy.com, LLC

Registrar IANA ID: 146

Registrar Abuse Contact Email: abuse@godaddy.com

Registrar Abuse Contact Phone: +1.4806242505

Domain Status: clientTransferProhibited

<http://www.icann.org/epp#clientTransferProhibited>

Domain Status: clientUpdateProhibited <http://www.icann.org/epp#clientUpdateProhibited>

Domain Status: clientRenewProhibited <http://www.icann.org/epp#clientRenewProhibited>

Domain Status: clientDeleteProhibited <http://www.icann.org/epp#clientDeleteProhibited>

Registry Registrant ID: Not Available From Registry

Registrant Name: Registration Private

Registrant Organization: Domains By Proxy, LLC

Registrant Street: DomainsByProxy.com

Registrant Street: 14455 N. Hayden Road

Registrant City: Scottsdale

4/11/2019

WHOIS search results

Registrant State/Province: Arizona
Registrant Postal Code: 85260
Registrant Country: US
Registrant Phone: +1.4806242599
Registrant Phone Ext:
Registrant Fax: +1.4806242598
Registrant Fax Ext:
Registrant Email: TOTALCABLEBD.COM@domainsbyproxy.com
Registry Admin ID: Not Available From Registry
Admin Name: Registration Private
Admin Organization: Domains By Proxy, LLC
Admin Street: DomainsByProxy.com
Admin Street: 14455 N. Hayden Road
Admin City: Scottsdale
Admin State/Province: Arizona
Admin Postal Code: 85260
Admin Country: US
Admin Phone: +1.4806242599
Admin Phone Ext:
Admin Fax: +1.4806242598
Admin Fax Ext:
Admin Email: TOTALCABLEBD.COM@domainsbyproxy.com
Registry Tech ID: Not Available From Registry
Tech Name: Registration Private
Tech Organization: Domains By Proxy, LLC
Tech Street: DomainsByProxy.com
Tech Street: 14455 N. Hayden Road
Tech City: Scottsdale
Tech State/Province: Arizona
Tech Postal Code: 85260
Tech Country: US
Tech Phone: +1.4806242599
Tech Phone Ext:
Tech Fax: +1.4806242598
Tech Fax Ext:
Tech Email: TOTALCABLEBD.COM@domainsbyproxy.com
Name Server: NS31.DOMAINCONTROL.COM
Name Server: NS32.DOMAINCONTROL.COM
DNSSEC: unsigned

4/11/2019

WHOIS search results

URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>

>>> Last update of WHOIS database: 2019-04-11T19:00:00Z <<<

For more information on Whois status codes, please visit

<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

Notes:

IMPORTANT: Port43 will provide the ICANN-required minimum data set per ICANN Temporary Specification, adopted 17 May 2018.

Visit <https://whois.godaddy.com> to look up contact data for domains not covered by GDPR policy.

The data contained in GoDaddy.com, LLC's Whois database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

[See Underlying Registry Data](#) | [Contact Domain Holder](#) | [Report Invalid Whois](#)

Want to buy this domain?

Get it with our Domain Buy Service.

Go

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Add hosting, email and more.

Go

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Domain Marketplace

GoDaddy

GoDaddy Business Solutions

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GoDaddy

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GoDaddy

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WHOIS - Information
Tools for Pros
Advanced Search
Whois - Free Whois
Whois - Free
Whois - Free

Advanced Whois Search
Whois - Free
Whois - Free
GoDaddy - Free

Whois - Free
Whois - Free
Whois - Free
Whois - Free

Whois - Free
Whois - Free

Websites

Whois - Free

Whois - Free

Whois - Free

Whois - Free

Whois - Free

Whois - Free

Whois - Free

Get the Free Whois App



IN: United States - English - USD -

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EXHIBIT “N”

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through April 10, 2019.

Selected Entity Name: TOTAL CABLE USA LLC

Selected Entity Status Information

Current Entity Name: TOTAL CABLE USA LLC

DOS ID #: 4476270

Initial DOS Filing Date: OCTOBER 22, 2013

County: SUFFOLK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: INACTIVE - Dissolution (May 02, 2016)

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

AHMODUL BAROBHUIYA
15 WESTMOYLAN LANE
CORAM, NEW YORK, 11727

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
-------------	---------------	--------------------

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
OCT 22, 2013	Actual	TOTAL CABLE USA LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)
[Homepage](#) | [Contact Us](#)

EXHIBIT “O”

SHAHID RASUL | Account # [REDACTED] | September 9, 2017 to October 10, 2017

Withdrawals and other subtractions - continued

Date	Description	Amount
09/26/17	CHECKCARD 0924 FIVE BELOW 345 WESTBURY NY 24445007268500204326262	
09/26/17	CHECKCARD 0925 DUNKIN #330148 Q35 ALBERTSON NY 24431067269838000009800	-128.30
09/26/17	CHECKCARD 0925 DUNKIN #331183 Q35 LONG ISLAND CNY 24431067269838000009289	-20.98
09/27/17	USPS PO 354839 09/27 #000261181 PURCHASE USPS PO 35483907 ASTORIA NY	-2.18
09/28/17	CHECKCARD 0926 THE HOME DEPOT #1255 LONG ISLAND CNY 24610437270010186821995	-47.50
09/28/17	CHECKCARD 0927 R5*DOMAINNAME REGISTER 425-2744500 WA 24906417270044855890911 RECURRING	-22.83
09/29/17	CHECKCARD 0927 AU BON PAIN LONG ISLAND CNY 24231687271200000300007	-42.95
10/02/17	CHECKCARD 0929 TOTAL CABLE 212-444-8138 NY 24009587272300573714187	-0.82
10/02/17	CHECKCARD 0929 OURPACT PREMIUM 858-888-9168 CA 24492157273637029851369 RECURRING	-90.00
10/02/17	CHECKCARD 0930 SARAVANAA BHAVAN HICKSVILLE NY 24431067274838000160952	-4.99
10/03/17	CHECKCARD 1002 COSTELLO'S ACE 140 NEW HYDE PARKNY 24224437276101017997302	-100.35
10/05/17	CHECKCARD 1004 THE UPS STORE 4628 570-420-1101 PA 24692167278100071191681	-16.28
10/06/17	MICRO ELE 655 10/06 #000332119 PURCHASE MICRO ELE 655 Mer Westbury NY	-76.32
10/10/17	CHECKCARD 1006 SILVER STAR MOTORS LONG ISLAND CNY 24692167280100109388461	-2.16
10/10/17	CHECKCARD 1009 SMASHBURGER #1563 NEW HYDE PARKNY 24224437283105006385099	-17.33
Total withdrawals and other subtractions		-26.03
		-\$1,192.83

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	\$0.00	\$0.00
Total NSF: Returned Item fees	\$0.00	\$70.00

To help avoid overdraft and returned item fees, you can set up:

Customized alerts – get email or text message alerts (footnote 1) to let you know if your balance is low

Overdraft Protection – enroll to help protect yourself from overdrafts and declined transactions

To enroll, go to bankofamerica.com/online, call us at the number listed on this statement, or come see us at your nearest financial center.

(footnote 1) Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply.

continued on the next page

EXHIBIT “P”

SETTLEMENT TERM SHEET

This term sheet represents the material settlement terms upon which Plaintiff Asia TV USA Ltd. ("ATUL") and Total Cable USA LLC, Lalon TV Inc., Ahmodul Barobhuiya and Habibur Rahman (collectively "Defendants") agree pertaining to, and addressing, each and all of the claims and causes of action set forth in the lawsuit captioned *Asia TV USA Ltd. v. Total Cable USA LLC, et al.*; No. 1:16-cv-6873-AJN-OTW, currently pending in the United States District Court for the Southern District of New York (the "Action"). The terms set forth herein shall be memorialized on the record before the Court at a hearing on August 14, 2018. A long form Settlement Agreement and Release Document also will be entered into by and between ATUL and Defendants (collectively, the "Parties").

The Parties agree as follows:

1. Settlement Payment to be Made by Defendants to ATUL

Defendants shall make a one-time payment to ATUL in the amount of \$450,000 ("Settlement Payment"), by wiring that sum to the Rosoff, Schiffres and Barta ("RSB") Client Trust Account (wiring instructions will be provided), within seven (7) business days of the appearance before Judge Wang acknowledging the settlement on the record. The parties will thereafter within ten (10) business days execute a long form settlement and mutual general release agreement formally documenting the terms and conditions of the settlement reflected herein. The Settlement Payment shall represent full and complete satisfaction of any and all monies alleged in the within action as being owed by any party thereto.

2. Permanent Injunction

Defendants stipulate in open Court that they will execute a stipulation for the entry of a permanent injunction prohibiting Defendants from distributing ATUL's content (also referred to as "ZEE Content") unless and until a valid distribution agreement authorizing Defendants and/or any of their affiliates, subsidiaries, related entities or companies is executed by and between the parties. The injunction shall enjoin Defendants from any involvement with any persons or entities who engage in the distribution of ATUL's content without a valid distribution agreement with ATUL. The form of the permanent injunction shall be as attached hereto as Exhibit 1, subject to the Court's approval.

3. Mutual General Releases. The long form settlement agreement will contain mutual general releases.

4. Dismissal of Litigation. On or before the tenth business day following the delivery of the Settlement Payment, the Parties will file a Joint Stipulation of Dismissal of All Claims with Prejudice and a Proposed Order of Dismissal with Prejudice, and will file such other papers as are necessary to terminate the Action with prejudice and with costs and attorneys' fees, taxed against the party incurring same.

[SIGNATURES ON FOLLOWING PAGE]

ASIA TV USA LTD.

By: AKHILESH GUPTA
Its: VICE PRESIDENT
Signed: Akhil G. Gupta
Date: 08/14/2018

TOTAL CABLE USA LLC

By: AHMODUL BAROBHUIYA
Its: CEO
Signed: [Signature]
Date: 8/14/2018

AHMODUL BAROBHUIYA

Signed: [Signature]
Date: 8/14/2018

LALON TV, INC.

By: SHAHINUL KARIM
Its: PRESIDENT
Signed: S. Karim
Date: 8/19/18

HABIBUR RAHMAN

Signed: [Signature]
Date: 08/14/2018

SHAHINUL KARIM

Signed: S. Karim
Date: 8/14/18

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

16-CV-04067 (SJ)

Plaintiff,

-against-

TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

Defendants.
-----X

**PLAINTIFF'S LOCAL RULE 56.1(b) STATEMENT
IN RESPONSE TO MOTION FOR SUMMARY
JUDGMENT FILED BY 1STOPMEDIA AND
ENTERTAINMENT, INC. D/B/A RADIANT IPTV**

HOGAN & CASSELL, LLP
Attorneys for Plaintiff, Star Cable NA, Inc.
Michael Cassell
500 North Broadway, Suite 153
Jericho, New York 11753
Tel. (516) 942-4700
Fax (516) 942-4705
Email mcassell@hogancassell.com

Pursuant to Rule 56.1 of the Rules of this Court, the plaintiff, Star Cable NA, Inc. ("Plaintiff" or "Star Cable"), by its attorneys, Hogan & Cassell, LLP, respectfully submits this Rule 56.1(b) Statement in opposition to the motion for summary judgment filed by 1StopMedia and Entertainment, Inc. d/b/a Radiant IPTV ("1StopMedia").

Significantly, in violation of the Local Rules of this Court, 1StopMedia failed to submit a Rule 56.1(a) statement. Instead, its motion is supported by the March 25, 2019 affirmation of its attorney, Satish Bhatia, Esq. ("Bhatia Aff."). In addition, for the most part, the paragraphs in the Bhatia Aff. are not short and concise as specifically required by Local Rule Civ. P. 56.1(a).

To the extent that the Court considers the Bhatia Aff. as 1StopMedia's Rule 56.1(a) statement, Star Cable responds as follows.

FACTS IN SUPPORT OF PLAINTIFF'S OPPOSITION

TOTAL CABLE'S STATEMENT	PLAINTIFF'S RESPONSE	SUPPORT FOR RESPONSE
1. ¹	Plaintiff neither admits nor denies this statement given that it does not set forth a material fact, but rather, provides background as to Bhatia.	
2.	Disputed. As set forth in detail in the April 19, 2019 affidavit of Shahid Bob Rasul ("Rasul Aff."), there are issues of fact as to whether 1StopMedia is entitled to summary judgment.	See Rasul Aff. ¶¶ 11-32, 45-66; Exhibits A-H to Rasul Aff.
3.	Not disputed.	
4.	Disputed in part. While the paragraph does set forth what 1StopMedia alleged in its answer, this does not support the conclusion that the allegations are undisputed facts. In addition, Plaintiff disputes the claim by 1StopMedia that it is not broadcasting Somoy TV.	See Rasul Aff. ¶ 49.
5.	Disputed. The referenced agreement provides	See Rasul Aff. ¶ 50;

¹ Given the length of each statement, they are not retyped herein.

TOTAL CABLE'S STATEMENT	PLAINTIFF'S RESPONSE	SUPPORT FOR RESPONSE
	Plaintiff with the "exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV. In addition, this paragraph is not a material fact given that Boishaki TV is not part of the Complaint in this action.	Exhibit A to Bhatia Aff. at STAR CABLE 0002.
6.	Disputed. The Independent TV agreement specifically states that the agreement automatically renews after the three years. Since the agreement has never been terminated, Star Cable still retains the exclusive rights to broadcast Independent TV in the United States and Canada over IPTV.	See Rasul Aff. ¶¶ 20, 51-53; Exhibit A to Rasul Aff.
7.	Disputed. With regard to Jamuna TV, the agreement between Star Cable and Jamuna TV automatically renews. Thus, the mere fact that there is no additional documentation showing that the agreement was extended after the first time (which expired on December 1, 2017), does not lead to the conclusion that the agreement is no longer in effect. With regard to Channel 16, Star Cable submits that Siddique's unsupported claim is not sufficient for this Court to find as a matter of law that Channel 16 is no longer broadcasting.	See Rasul Aff. ¶¶ 21, 22, 54-55, 57-58; Exhibits B and C to Rasul Aff.
8.	Disputed. The "certification" is not authenticated or certified in any manner. It is not notarized and consists of a letter "To Whom it May Concern." Further, the statement in the document that no other organization has the exclusive rights with Jamuna TV to broadcast Jamuna TV anywhere in the world is undeniably false given that it is belied by the exclusive agreement between Star Cable and Jamuna TV.	See Rasul Aff. ¶¶ 21, 54, 56; Exhibit B to Rasul Aff.
9.	Disputed. The "certification" is not authenticated or certified in any manner. It is not notarized and consists of a letter "To Whom it May Concern." Further, the statement in the document that Star Cable does not have a valid agreement with Bangla Vision is undeniably false given that it is belied by the exclusive agreement between Star Cable and Bangla Vision.	See Rasul Aff. ¶ 25; Exhibit F to Rasul Aff.

TOTAL CABLE'S STATEMENT	PLAINTIFF'S RESPONSE	SUPPORT FOR RESPONSE
10.	Disputed. The "certification" is not authenticated or certified in any manner. It is not notarized and consists of a letter "To Whom it May Concern." Further, the letter is directly contradicted by the exclusive agreement between Star Cable and My TV.	<u>See</u> Rasul Aff. ¶¶ 23, 59; Exhibit D to Rasul Aff.
11.	Disputed. The agreement between Star Cable and Ekhussey TV only permits the termination of the agreement prior to the expiration of the five-year term, which does not expire until June 2021, if there is a material breach of the agreement and the breach is not cured within sixty days. Even assuming that the letter attached as Exhibit J to the Bhatia Aff. is authentic, the letter does not come close to complying with the language in the agreement for a proper termination of the agreement. In fact, the letter does not even mention paragraph 10 of the agreement, which, if the letter was authentic, one would expect to see in the letter.	<u>See</u> Rasul Aff. ¶¶ 26, 60-61; Exhibit G to Rasul Aff.
12.	Disputed. Plaintiff disputes the authenticity of these documents. 1StopMedia puts forth no explanation as to why if it supposedly obtained exclusive rights from Asian TV in November 20, 2014, it would then enter into an agreement less than two years later for non-exclusive rights. In addition, Plaintiff and Asian TV entered into an agreement on November 25, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Asian TV provides Plaintiff with the <u>exclusive</u> right to broadcast Asian TV in United States and Canada via IPTV.	<u>See</u> Rasul Aff. ¶¶ 24, 64-65; Exhibit E to Rasul Aff.
13.	Disputed. Plaintiff disputes the authenticity of the referenced documents. 1StopMedia puts forth no explanation as to why if it supposedly obtained exclusive rights from Asian TV in November 20, 2014, it would then enter into an agreement less than two years later for non-exclusive rights. In addition, Plaintiff and Asian TV entered into an agreement on November 25, 2014. The agreement is for eight years. This agreement is still in effect.	<u>See</u> Rasul Aff. ¶¶ 24, 64-65; Exhibit E to Rasul Aff.

TOTAL CABLE'S STATEMENT	PLAINTIFF'S RESPONSE	SUPPORT FOR RESPONSE
	The agreement with Asian TV provides Plaintiff with the <u>exclusive</u> right to broadcast Asian TV in United States and Canada via IPTV.	
14.	Disputed in part. The referenced agreement is for mobile apps, not for broadcasting over IPTV. Thus, this agreement is irrelevant. In addition, Plaintiff and Bangla Vision entered into an agreement on June 1, 2016. The agreement is for two years and it automatically renews for a three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Bangla Vision provides Plaintiff with the <u>exclusive</u> right to broadcast Bangla Vision in United States and Canada via IPTV.	See Rasul Aff. ¶¶ 25, 62-63; Exhibit F to Rasul Aff.
15.	Disputed in part. This paragraph is not a material fact given that ATN News TV is not part of the Complaint in this action.	See Rasul Aff. ¶ 3.
16.	Disputed in part. This paragraph is not a material fact given that Boishakhi is not part of the Complaint in this action.	See Rasul Aff. ¶ 3.
17.	Disputed in part. This paragraph is not a material fact given that International TV is not part of the Complaint in this action.	See Rasul Aff. ¶ 3.
18.	Disputed. Plaintiff disputes the authenticity of the referenced document. Plaintiff and Independent TV entered into an agreement on November 26, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Independent TV provides Plaintiff with the <u>exclusive</u> right to broadcast Independent TV in United States and Canada via IPTV.	See Rasul Aff. ¶¶ 20, 51-53; Exhibit A to Rasul Aff.

TOTAL CABLE'S STATEMENT	PLAINTIFF'S RESPONSE	SUPPORT FOR RESPONSE
19.	Disputed. The agreements at issue are all exclusive agreements as it pertains to IPTV and none of the agreements have been terminated.	<u>See</u> Rasul Aff. ¶¶ 17-27; Exhibits A-H.
20.	Disputed. Even assuming that such statement was made it is unsupported and contradicted by the statements made by Rasul and the documents attached thereto.	<u>See</u> Rasul Aff. ¶¶ 17-27, 45-66; Exhibits A-H.
21.	Disputed. Even assuming that such statement was made it is unsupported and contradicted by the statements made by Rasul and the documents attached thereto.	<u>See</u> Rasul Aff. ¶¶ 17-27, 45-66; Exhibits A-H.
22.	Disputed. This statement is not a material fact, but rather, Bhatia's interpretation of certain documents. There are undeniably issues of fact as to whether IStopMedia is violating Plaintiff's exclusive rights.	<u>See</u> Rasul Aff. ¶¶ 17-27, 45-66; Exhibits A-H.

ADDITIONAL FACTS IN SUPPORT OF PLAINTIFF'S OPPOSITION

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
23. Plaintiff is a cable television company that has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services internet protocol television system ("IPTV"), WiMax Wireless and Mobile TV. The exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusay TV; and viii) Somoy TV (sometimes hereinafter referred to as the "Exclusive Services").	<u>See</u> Rasul Aff. ¶ 3.
24. Defendants, in direct violation of Plaintiff's exclusive rights, are receiving and using, divulging or retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services.	<u>See</u> Rasul Aff. ¶ 4.
25. Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), and New York Law.	<u>See</u> Rasul Aff. ¶ 5.
26. Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of	<u>See</u> Rasul Aff. ¶ 8.

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
channels including several from Bangladesh, which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data service otherwise known as internet access.	
27. Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, New York, to its subscribers via the internet in the process known as Internet Protocol Television (i.e. IPTV).	<u>See</u> Rasul Aff. ¶ 9.
28. In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery services such as Direct TV.	<u>See</u> Rasul Aff. ¶ 10.
29. In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV ("the Exclusive Rights").	<u>See</u> Rasul Aff. ¶ 11.
30. Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers.	<u>See</u> Rasul Aff. ¶ 12.
31. Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same.	<u>See</u> Rasul Aff. ¶ 13.
32. The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the customer's bill each month.	<u>See</u> Rasul Aff. ¶ 14.
33. The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television.	<u>See</u> Rasul Aff. ¶ 15.

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted.	
34. Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service.	<u>See</u> Rasul Aff. ¶ 16.
35. Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusey TV; and viii) Somoy TV, for all regions within the United States and Canada.	<u>See</u> Rasul Aff. ¶ 17.
36. A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Asian TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television.	<u>See</u> Rasul Aff. ¶ 18.
37. A representative of Star Cable met in New York with a representative officer of Ekhusey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Somoy Media Limited.	<u>See</u> Rasul Aff. ¶ 19.
38. More specifically, with regard to Independent TV, Plaintiff and Independent TV entered into an agreement on November 26, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Independent TV provides Plaintiff with the <u>exclusive</u> right to broadcast Independent TV in United States and Canada via IPTV.	<u>See</u> Rasul Aff. ¶ 20; Exhibit A to Rasul Aff.
39. With regard to Jamuna TV, Plaintiff and Jamuna TV entered into an agreement on December 1, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Jamuna TV provides Plaintiff with the <u>exclusive</u> right to broadcast Jamuna TV in United States and Canada via IPTV.	<u>See</u> Rasul Aff. ¶ 21; Exhibit B to Rasul Aff.
40. With regard to Channel 16, Plaintiff and Channel 16 entered into an agreement on November 24, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Channel 16	<u>See</u> Rasul Aff. ¶ 22; Exhibit C to Rasul Aff.

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
provides Plaintiff with the <u>exclusive</u> right to broadcast Channel 16 in United States and Canada via IPTV.	
41. With regard to My TV, Plaintiff and My TV entered into an agreement on November 30, 2014. The agreement is for nine years. This agreement is still in effect. The agreement with My TV provides Plaintiff with the <u>exclusive</u> right to broadcast My TV in United States and Canada via IPTV. .	See Rasul Aff. ¶ 23; Exhibit D to Rasul Aff.
42. With regard to Asian TV, Plaintiff and Asian TV entered into an agreement on November 25, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Asian TV provides Plaintiff with the <u>exclusive</u> right to broadcast Asian TV in United States and Canada via IPTV.	See Rasul Aff. ¶ 24; Exhibit E to Rasul Aff.
43. With regard to Bangla Vision, Plaintiff and Bangla Vision entered into an agreement on June 1, 2016. The agreement is for two years and it automatically renews for a three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Bangla Vision provides Plaintiff with the <u>exclusive</u> right to broadcast Bangla Vision in United States and Canada via IPTV.	See Rasul Aff. ¶ 25; Exhibit F to Rasul Aff.
44. With regard to Ekhusey TV, Plaintiff and Ekhusey TV entered into an agreement on June 9, 2016. The agreement is for five years. This agreement is still in effect. The agreement with Ekhusey TV provides Plaintiff with the <u>exclusive</u> right to broadcast Ekhusey TV in United States and Canada via IPTV.	See Rasul Aff. ¶ 26; Exhibit G to Rasul Aff.
45. With regard to Somoy TV, Plaintiff and Somoy TV entered into an agreement on July 1, 2014. The agreement is for five years. This agreement is still in effect. The agreement with Somoy TV provides Plaintiff with the <u>exclusive</u> right to broadcast Somoy TV in United States and Canada via IPTV.	See Rasul Aff. ¶ 27; Exhibit H to Rasul Aff.
46. Defendants are telecommunications distribution companies that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable.	See Rasul Aff. ¶ 28.

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
47. Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants.	<u>See</u> Rasul Aff. ¶ 29.
48. Defendants each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming.	<u>See</u> Rasul Aff. ¶ 30.
49. In direct derogation of the exclusive rights of Star Cable, Defendants receive the Exclusive Services in the United States and use or divulge or redistribute said communications to their customers. Said actions of Defendants are an unauthorized divulgence of satellite signals.	<u>See</u> Rasul Aff. ¶ 31.
50. Defendants' violations of Plaintiff's exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable.	<u>See</u> Rasul Aff. ¶ 32.
51. In its motion, 1StopMedia does not dispute that it is also broadcasting the Exclusive Services. According to 1StopMedia, however, its conduct is not improper because Plaintiff supposedly does not have the exclusive rights to the eight programming services that comprise the Exclusive Services and that 1StopMedia supposedly has rights to broadcast the Exclusive Services.	<u>See</u> Rasul Aff. ¶ 45.
52. Almost all of the documents relied upon by 1StopMedia are unauthenticated and uncertified.	<u>See</u> Rasul Aff. ¶ 46.
53. The documents do not support the relief sought by 1StopMedia.	<u>See</u> Rasul Aff. ¶ 47.
54. In the March 25, 2019 Affirmation of Satish K. Bhatia in support of 1StopMedia's motion ("Bhatia Aff."), Bhatia claims that 1StopMedia is not broadcasting Somoy TV, just because it so alleged in its answer to the Complaint. This is insufficient to find as a matter of law that 1StopMedia is not broadcasting Somoy TV.	<u>See</u> Rasul Aff. ¶ 48.
55. Boishaki TV is not part of the claims in this action.	<u>See</u> Rasul Aff. ¶ 49.
56. The Independent TV agreement specifically states that the agreement automatically renews after the three years. The agreement	<u>See</u> Rasul Aff. ¶ 52.


PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
has never been terminated and Star Cable still retains the exclusive rights to broadcast Independent TV in the United States and Canada over IPTV.	
57. 1StopMedia does not deny broadcasting Independent TV -- which is in clear contravention of Star Cable's exclusive rights.	<u>See</u> Rasul Aff. ¶ 53.
58. The agreement between Star Cable and Jamuna TV automatically renews. Thus, the mere fact that there is no additional documentation showing that the agreement was extended after the first time (which expired on December 1, 2017), does not lead to the conclusion that the agreement is no longer in effect.	<u>See</u> Rasul Aff. ¶ 55.
59. The document attached as Exhibit G to the Bhatia Aff. is not authenticated or certified in any manner. It is not notarized and consists of a letter "To Whom it May Concern." Further, the statement in the document that no other organization has the exclusive rights with Jamuna TV to broadcast Jamuna TV anywhere in the world is belied by the exclusive agreement between Star Cable and Jamuna TV.	<u>See</u> Rasul Aff. ¶ 56; Exhibit B to Rasul Aff.
60. Even assuming that Channel 16 has an agreement with Lalon TV, 1StopMedia does not put forth anything to demonstrate that this would insulate it from liability in this matter.	<u>See</u> Rasul Aff. ¶ 57.
61. The only support for the statement that Channel 16 is no longer broadcasting is the unsupported assertion made by the president of 1StopMedia, Saiful Siddique ("Siddique").	<u>See</u> Rasul Aff. ¶ 57.
62. The document attached as Exhibit I to the Bhatia Aff. is nothing more than a letter "To Whom it May Concern" that is not authenticated, not certified and not notarized. And, the letter is directly contradicted by the exclusive agreement between Star Cable and My TV.	<u>See</u> Rasul Aff. ¶ 59; Exhibit D to Rasul Aff.
63. The letter attached as Exhibit J to the Bhatia Aff. does not demonstrate that Ekhusey TV terminated its agreement with Star Cable by sending a letter to Star Cable on August 23, 2016.	<u>See</u> Rasul Aff. ¶ 60.
64. The agreement between Star Cable and Ekhusey TV only permits the termination of the agreement prior to the expiration of the five-year term, which does not expire until June 2021, if there is a material breach of the agreement and the breach is not cured within sixty days.	<u>See</u> Rasul Aff. ¶ 61; Exhibit G to Rasul Aff. ¶ 10.
65. Even assuming that the letter attached as Exhibit J to the Bhatia Aff. is authentic, the letter does not come close to complying with the	<u>See</u> Rasul Aff. ¶ 61; Exhibit G to Rasul

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
language in the agreement for a proper termination of the agreement. In fact, the letter does not even mention paragraph 10 of the agreement, which, if the letter was authentic, one would expect to see in the letter.	Aff. ¶ 10.
66. With regard to Bangla Vision, IStopMedia claims that it cannot be liable for its broadcasting of this service because it entered into an agreement with Bangla Vision on September 23, 2014. The referenced agreement, however, is for mobile apps.	See Rasul Aff. ¶¶ 62-63.
67. IStopMedia puts forth no explanation as to why if it supposedly obtained exclusive rights from Asian TV in November 20, 2014 it would then enter into an agreement less than two years later for non-exclusive rights.	See Rasul Aff. ¶¶ 64-65.

Dated: April 22, 2019

Respectfully submitted,

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----X

STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

TOTAL CABLE USA LLC. and RADIANT IPTV

Defendants.

-----X

REPLY AFFIRMATION AND MEMORANDUM IN
OPPOSITION TO THE OPPOSITION FILED
BY THE PLAINTIFF

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INTRODUCTION

1. The Plaintiff has commenced the present action against the Defendant 1stop Media & Entertainment Inc. alleging that the Plaintiff has exclusive rights to broadcast the eight channels mentioned in paragraph 1 of the second amended complaint (Docket No. 38). The Defendant 1stop Media & Entertainment Inc. in its answer alleged that the Defendant 1stop Media & Entertainment Inc. has been broadcasting channels with the consent and based on the agreements with the content owners (Docket No. 49). The issue to be determined by the Court in this action is whether the Defendant has been broadcasting the channels mentioned in the complaint with the consent and based on the agreements with the content owners.

THE OPPOSITION FILED BY THE PLAINTIFF IS UNTIMELY AS IT HAS BEEN IN VIOLATION OF THE INDIVIDUAL RULES OF THIS COURT

2. The Court set up deadlines for filing the motion, opposition and reply. The Court ordered that the Defendants' motion seeking summary judgment was due by March 14, 2019, the Plaintiff's response was due March 21, 2019 and the status conference was scheduled on March 26, 2019 (Docket sheet dated March 7, 2019). On March 30, 2019, the Court granted extension of time with consent of Defendant's Counsel and changed the schedule as ordered on March 7, 2019 (Docket No. 78). The Court ordered that the Defendants' motion shall be served by March 25, 2019; Plaintiff's opposition shall be served by April 9, 2019, the Defendants' reply shall be served by April 17, 2019 and all papers would be filed by the end of April 19, 2019. On March 25, 2019, the Defendants provided the notice of motion and supporting documents as ordered by the Court to the attorney for the Plaintiff. Due to oversight the memorandum prepared by our office was not provided to

the Plaintiff's attorney along with the notice of motion seeking summary judgment. On March 20, 2019, I wrote a letter to this Honorable Court requesting to extend the time to file a reply by the Defendants by April 25, 2019 since I was on vacation. The letter was written with the consent of Michael Cassell, the Plaintiff's attorney (Docket No. 79). On April 2, 2019, the Court granted the extension. Subsequently on April 18, 2019, I received an email from the Plaintiff's Counsel indicating therein that he was trying to provide the opposition by the end of April 19, 2019 but he needs a few days extension due to his hectic schedule. I responded to the email that if I received the opposition by April 23, 2019, I would need time to file the reply until May 2, 2019. The Plaintiff's Counsel sent another email indicating that he consents to as much time as I need to provide the reply. The copy of the exchange of emails during the period of April 18-April 22 are annexed with this memorandum as **Exhibit A**.

3. The Plaintiff's Counsel served the opposition and the memorandum of law on April 23, 2019. Though the deadline to file the opposition was April 9, 2019, the Plaintiff's attorney Michael Cassell filed the opposition on April 23, 2019 with my consent. However, the Plaintiff's attorney did not write a letter to the Court for approval of change of schedules to file an opposition as ordered by the Court on April 2, 2019.
4. The individual rules of this Court pertaining to motions III E, provides "Subject to Court approval, parties may agree on briefing schedule. **No changes in the approved schedule may be made without Court approval**". The opposition filed on April 23, 2019 without Court approval is liable to be rejected.

**THE AFFIDAVIT FILED BY SHAHID BOB RASUL IN OPPOSITION TO THE
MOTION FILED BY THE DEFENDANTS FOR SUMMARY JUDGMENT IS
NOT BASED ON THE PERSONAL KNOWLEDGE OF SHAHID BOB RASUL
AND AS SUCH MR. RASUL'S AFFIDAVIT CANNOT BE CONSIDERED**

5. Shahid Bob Rasul in his affidavit indicates that he is the Chief Technology Officer of the Plaintiff Star Cable NA Inc. and he submitted the affidavit in opposition to the motion for summary judgment filed by 1stop Media & Entertainment Inc. The Chief Technology Officer is simply an employee of the Plaintiff and has no personal knowledge about the issues involved in the motion for summary judgment. Mr. Rasul does not state in his affidavit that he has personal knowledge of the facts of the case and/or source of his knowledge. The declaration/affidavit must be based on personal knowledge as mandated in the Federal Rule of Civil Procedure 56(c)(4). FRCP 56(c)(4) provides:

“Affidavits of Declarations. An affidavit or declaration used to support or oppose a motion must be made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant or declarant is competent to testify on the matters stated”.

An affiant's personal knowledge can be reasonably inferred from his/her position and from the nature of his/her personal participation in the matters sworn to in the affidavit. (*See* *Barthelemy v. Air Lines Pilots Ass'n*, 897 F2d 999, 1018 (9th Cir. 1990)). In the present case, Mr. Rasul's position is only as a Chief Technology Officer and does not claim that he is the Principal Officer or the President of Star Cable NA Inc. If the affidavits content makes clear that the affiant relies information from others rather than

first hand participation and experience, the Court may properly refuse to consider the affidavit as not based on personal knowledge. (*See Block v City of L.A.*, 253 F.3d 410, 419 (9th Cir. 2001). A statement by the affiant that he/she believes a fact to be true or attest to a fact upon information and belief does not satisfy the requirement that a witness has personal knowledge of the facts. (*See, e.g., Josendis v Wall to Wall Residence Repairs Inc.*, 662 F.3d 1292, 1317 (11th Cir. 2011); *Hlinka v Bethlehem Steel Corp.*, 863 F.2d 279, 282 (3d Cir. 1988). The declaration/affidavit must show that the declarant is competent to testify on the matters stated in the declaration, FRCP 56(c)(4).

**THE PLAINTIFF FAILED TO CONTRADICT THE DOCUMENTS RELIED
UPON BY THE DEFENDANTS SHOWING THAT THE DEFENDANT HAS
BEEN BROADCASTING VARIOUS CHANNELS WITH THE CONSENT OF
THE CONTENT OWNERS**

6. The Defendant 1stop Media & Entertainment Inc. has annexed various agreements with the content owners, Exhibits K, L M, N, O, P and Q with the affirmation in support of the motion for summary judgment. Mr. Rasul in his affidavit does not deny that these agreements were not executed between the Defendant 1stop Media & Entertainment Inc. and the content owners. Sajid Sohail, the Vice President of Star Cable NA Inc. appeared in the deposition conducted by Joseph F. Kasper, Of Counsel of our law firm. In response to a question of whether Mr. Sohail was aware that Asian Telecast Ltd. entered into agreement with 1stop Media & Entertainment Inc. on November 20, 2014, his response was "I do not know." (Page 28, lines 3-8 of the examination of Sajid Sohail). The agreement was exhibited during the deposition as Exhibit D. Mr. Kasper, asked another question of whether Mr. Sohail was aware that there was a second agreement

between Asian TV and 1stop Media & Entertainment Inc. on June 6, 2016, his response was “I do not know.” (Page 30, lines 14-18 of the examination of Sajid Sohail). This agreement was exhibited as Exhibit E. In response to another question of whether Mr. Sohail was aware that Ekushey TV also entered into agreement with 1stop Media & Entertainment Inc. and the agreement was signed by Fakrool Alam on behalf of Ekushey TV, his response was “I do not Know.” (Page 32, lines 9-16 of the examination of Sajid Sohail). Mr. Kasper asked Mr. Sohail whether he was aware that the entity known as Channel 16 also entered into agreement with 1stop Media & Entertainment Inc., his response was “I do not know.” (Page 32, lines 22-25 and page 33, lines 2-3 of the examination of Sajid Sohail). The agreement was exhibited as Exhibit F. In response to the question, whether Mr. Sohail recognized the agreement between ATN News TV and 1stop Media & Entertainment Inc., he responded “I do not know.” (Page 35, lines 5-9 of the examination of Sajid Sohail). In response to the question of whether he was aware of the agreement between ATN Bangla Ltd. and 1stop Media & Entertainment Inc., he responded “No.”, (Page 36, lines 18-22 of the examination of Sajid Sohail). In response to the question of whether Mr. Sohail was aware of the agreement between International TV Channel Ltd. and 1stop Media & Entertainment Inc., again he responded “No.”, (Page 37, lines 20-24). In response to the question of whether Mr. Sohail was aware of the agreement Independent TV Ltd. and 1stop Media & Entertainment Inc., his response was “I do not know.” (Page 39, lines 11-16 of the examination of Sajid Sohail). The agreement was exhibited as Exhibit J during the deposition. Mr. Kasper also confronted in the deposition that a notice of default was issued to Star Cable NA Inc. by Banglavisision. Mr. Sohail admitted that in the notice of default, Banglavisision requested

Star Cable NA Inc. to pay the arrears within two months. Mr. Kasper questioned Mr. Sohail of whether Star Cable NA Inc. ever complied with the notice of default and Mr. Sohail responded, “I am not sure.” (Page 46, lines 8-11 of the examination of Sajid Sohail. In fact, Mr. Kasper confronted all of the agreements between 1stop Media & Entertainment Inc. and the content owners and the response of Mr. Sohail was that he wasn’t aware of any agreements. The relevant portion of the transcripts are annexed with this reply affirmation/memorandum as **Exhibit B**.

BACKGROUND LAW

7. In order to succeed on a motion for summary judgment, the proponent must demonstrate prima facie entitlement to judgment as a matter of law and the absence of any material issues of fact. *Stonehill Capital Management, LLC v Bank of the W.*, 28 N.Y.3d 439, 448 (2016). Once such a showing has been made, “the burden shifts to the party opposing the motion for summary judgment to procedure evidentiary proof in admissible from sufficient to establish the existence of material issues of fact which require a trial of the action.” *Alvarez v. Prospect Hosp.*, 68 N.Y.2d 320, 324 (1986).
8. Though the facts are viewed in the light most favorable to the non-moving party, “bald, conclusory assertions or speculation” are “insufficient to defeat summary judgment.” *Stonehill*, 28 N.Y.3d at 448. The same is true for “merely conclusory claims.” *Id.*; see also *Hecker v Liebgold*, 130 A.D.3d 572, 574(2d Dept. 2015) (“Bare conclusory assertions, such as those contained in [an] affidavit... are insufficient to demonstrate the absence of any triable issues of fact”) (internal quotations omitted); *Carroll v Radoniqi*, 105 A.D.3d 493, 494 (1st Dept. 2013) (upholding grant of summary judgment for

defendant where, “[p]laintiff had no personal knowledge [of certain allegations]... and his remaining allegations were simply too speculative and conclusory to have merit.”).

9. “A party who seeks a finding that a summary judgment motion is premature is required to put forth some evidentiary basis to suggest that discovery might lead to relevant evidence or that the facts essential to justify opposition to the motion were exclusively within the knowledge and control of the movant.” *Reale v Tsoukas*, 146 A.D.3d 833, 835 (2d Dept. 2017). If the party opposing the motion cannot meet that burden, summary judgment is properly granted. *Crossell v Wing Farm, Inc.* 79 A.D.3d 1334, 1336 (3d Dept. 2010) (granting summary judgment for defendant where plaintiff’s claims were “were completely unsupported with evidence or specific factual references.”).

THE COMPLAINT FILED BY STAR CABLE NA INC. SHOULD BE DISMISSED

10. The real controversy in the present case is whether the Defendant 1stop Media & Entertainment Inc. has been broadcasting various channels mentioned in the complaint with the consent and based on the agreement between the content owners and 1stop Media & Entertainment Inc. The Defendant 1stop Media & Entertainment Inc. has filed the agreements between the content owners and 1stop Media & Entertainment Inc. The Plaintiff does not deny in the affidavit of Mr. Rasul or in the deposition of Mr. Sohail the execution of the agreements between the content owners and 1stop Media & Entertainment Inc. but allege that the content owners granted exclusive rights to the Plaintiff to broadcast the channels. Assuming arguendo that the content owners in violation of the agreements with the Plaintiff also executed agreements with other entities including 1stop Media & Entertainment Inc., the Plaintiff has no cause of action to sue the entities who have also been granted rights to broadcast the channels by the content

owners. If the content owners in violation of their agreement with the Plaintiff also granted rights to other entities, the Plaintiff should have sued the content owners seeking damages and not other entities who have been broadcasting the channels with the consent of the content owners. The Court will also note that we have annexed with complaint, answer and stipulation of dismissal of another action commenced by Star Cable NA Inc. against Lalon TV Inc., Total Cable BD, Habibur Rahman, Shahinul Karim, Shahidul Bari, Syed Ahmed and Ahmodul Barobhuiya.

11. The Plaintiff Star Cable NA Inc. was represented by the attorney Michael Cassell in its action commenced against Lalon TV and others, and when Lalon TV showed the agreements between Lalon TV with the content owners, the Plaintiff's attorney Michael Cassell agreed to discontinue that action and a stipulation of dismissal was signed by the respective attorneys of the parties and so ordered by the Court. The Court will note that the allegations in the complaint against Lalon TV and against Total Cable USA LLC & Istop Media & Entertainment Inc. are identical. The complaint was filed against Lalon TV and other alleging violation of the copyright in respect of the same eight channels, the violations of which is alleged in the present complaint filed against Total Cable USA LLC & Istop Media & Entertainment Inc.

**THE AFFIANT SHAHID BOB RASUL IS NOT COMPETENT TO PROVE THE
AGREEMENTS BETWEEN STAR CABLE NA INC. AND THE CONTENT
OWNERS ANNEXED AS EXHIBITS A-H WITH HIS AFFIDAVIT**

12. As stated above, Mr. Rasul is the Chief Technology Officer as admitted himself in his affidavit and he does not claim that he has personal knowledge that the agreements with the content owners are continuing. Exhibit A is the affiliation agreement with

Independent TV Ltd. and Star Cable NA Inc. signed by Sajid Sohail on behalf of Star Cable NA., Inc. and Shamsur Rahman on behalf of Independent TV Ltd. on November 26, 2014. The affiant, Mr. Rasul is not a signatories to the agreement which was for three years. In paragraph 12 of the affidavit, Mr. Rasul states that this agreement is not terminated. Relevant clause 2 of the agreement pertaining to termination states that after the expiration of 3 years, the fee shall be negotiated, and the network shall provide a written notice to the affiliate of the proposed license fee for the next renewal. Mr. Rasul does not allege in his affidavit that any fee was negotiated after the term of three years. There is therefore no evidence that the affiliation agreement between the Plaintiff and Independent TV is still in force. Clause 1 of the agreement further provides that the affiliate shall have non-exclusive rights to distribute the services. Similarly, the agreement annexed as Exhibit B with the affidavit of Mr. Rasul was not signed by Mr. Rasul and was signed by Sajid Sohail as the Director of Star Cable NA Inc. Sajid Sohail who testified in the deposition on behalf of the Plaintiff did not file any affidavit in opposition. The other agreements between Star Cable NA Inc. and the content owners annexed as Exhibits C, D, E, F, G and H were all signed by Sajid Sohail. Mr. Rasul was not the signatories of any agreement.

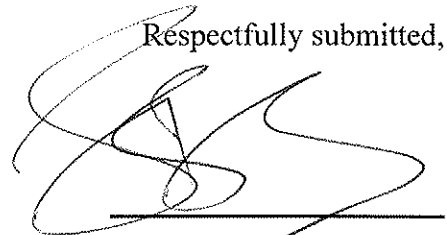
13. Mr. Rasul alleged in his affidavit that the documents filed by 1stop Media & Entertainment Inc. are not authenticated. However, Mr. Rasul does not claim that the documents relied upon by 1stop Media & Entertainment Inc. were not signed by the content owners or those documents were fabricated or false.

CONCLUSION

14. In view of the above reasons, the Defendant 1stop Media & Entertainment Inc. requests that this Court reject the opposition filed by the Plaintiff in violation of the local rules of this Court and in view of the fact that the opposition was supported by the affidavit of Bob Rasul who is not competent and does not claim any personal knowledge and in view of the proposition of law explained above, the Court should grant the motion filed by 1stop Media & Entertainment Inc. seeking summary judgment dismissing the complaint filed by the Plaintiff.

Dated: May 2, 2019

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'S. Bhatia', written over a horizontal line.

SATISH K. BHATIA, ESQ.,
Bhatia & Associates PLLC
38 West, 32nd Street, Suite #1511
New York, NY 10001
Tel: 212-239-6898
Fax: 212-594-7980

EXHIBIT A

Apr 22 at 11:00 AM

Michael Cassell <mcassell@hogancassell.com>

To: 'satish bhatia'

I will have the opposition to you tomorrow. I consent to as much time as you need for the reply. I appreciate the additional time.

Mike

Hide original message

From: satish bhatia [mailto:satishbhatiaus@yahoo.com]

Sent: Friday, April 19, 2019 3:59 PM

To: Michael Cassell

Subject: Re: Star Cable v Total Cable USA LLC

Michael,

I am on vacation right now and I will be back on April 22, 2019. If I receive the opposition by April 23, 2019, I will need time until May 2, 2019 to file a reply to your opposition.

Regards,

Satish K Bhatia, Esq.
Bhatia & Associates PLLC
38W 32nd Street Suite # 1511
New York NY 10001
Phone: (212) 239-6898
Fax: (212) 594-7980

Disclaimer:

This email is intended only for the use of the individual to whom or the entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by collect telephone.

On Thursday, April 18, 2019, 8:53:02 PM EDT, Michael Cassell <mcassell@hogancassell.com> wrote:

I am trying to provide you with the opposition by the end of the day tomorrow, but I will most likely need a few-day extension. Most significantly, my partner has been out all week on a personal issue, leaving me to handle everything. In addition, I just got notice that I have to be in Kings Supreme Court tomorrow morning to respond to an Order to Show Cause. I should be able to get you the opposition by the end of the day on Monday (Tuesday at the latest). Obviously, I will agree to provide you with as much time as you need for the reply. Please advise.

Michael Cassell

EXHIBIT B

ORIGINAL

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
-----X
STAR CABLE NA, INC.,

PLAINTIFF,

-against- Index No.
16-CV-04067 (SJ)

TOTAL CABLE USA LLC. and ISTOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

DEFENDANTS.
-----X

DATE: June 8, 2018
TIME: 12:14 P.M.

EXAMINATION BEFORE TRIAL of the
Plaintiff, STAR CABLE NA, INC., by a
witness, SAJID SOHAIL, the Plaintiff, taken
by the Defendant, pursuant to Stipulation,
held at the law office of Michael Kessler,
located at 500 North Broadway, Suite 153,
Jericho, New York 11753, before Martha
Trikas, a Notary Public of the State of New
York.

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A P P E A R A N C E S:

HOGAN & CASSELL, LLP
Attorney for the Plaintiff
STAR CABLE NA, INC.
500 North Broadway, Suite 153
Jericho, New York 11753
BY: SHAUN K. HOGAN, ESQ.

BHATIA & ASSOCIATES, PLLC
Attorneys for the Defendants
TOTAL CABLE USA LLC. and ISTOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10
38 West 32nd Street, Suite 1511
New York, New York 10001
BY: JOSEPH F. KASPER, ESQ., of Counsel

* * *

1 S. SOHAIL

2 A. I don't remember.

3 Q. Are you aware that Asian
4 Telecast Limited doing business as Asian TV
5 also entered into an agreement with
6 1Stopmedia and Entertainment doing business
7 as Radiant IPTV on November 20th, 2014?

8 A. I don't know.

9 MR. KASPER: Give me a moment,
10 Counsel.

11 MR. HOGAN: Yes.

12 THE WITNESS: I need a copy of
13 that.

14 MR. KASPER: Off the record.
15 (Whereupon, an off-the-record
16 discussion was held.)

17 MR. KASPER: I ask this
18 document be marked as Defendants'
19 Exhibit D for identification
20 (handing).

21 I move to enter into evidence.

22 (Whereupon, the aforementioned
23 business agreement was marked as
24 Defendants' Exhibit D for
25 identification as of this date by the

1 S. SOHAIL

2 Reporter.)

3 MR. KASPER: I move to enter
4 into evidence.

5 Q. I show you this document that's
6 been marked as Defendants' Exhibit D
7 (handing).

8 And I'm going to ask you to
9 look at the agreement and look at the
10 person who signed the agreement on behalf
11 of Asian Telecast Limited and ask you: Do
12 you recognize the name of that individual?

13 A. (Complying.)

14 No.

15 Q. I call your attention to Clause
16 11 of that agreement.

17 MR. HOGAN: Read it all.

18 THE WITNESS: (Complying.)

19 A. Yes.

20 MR. KASPER: I'm sparing
21 counsel the necessity of saying the
22 document speaks for itself.

23 Q. Is it correct that that clause
24 provides that it was an agreement for three
25 years?

1 S. SOHAIL

2 MR. HOGAN: You can answer.

3 A. What is your question?

4 Q. Is it correct based upon your
5 reading and understanding of that clause
6 that that subject agreement runs for a
7 period of three years?

8 A. Yes, that's what it says.

9 Q. And is it also your
10 understanding that there was a provision
11 for automatic renewal for another three
12 years?

13 A. Yes.

14 Q. Now, are you aware that there
15 was a second agreement between Asian TV and
16 1Stopmedia Entertainment which was, in
17 fact, executed on June 6, 2016?

18 A. I don't know.

19 MR. KASPER: I would ask this
20 document be marked for identification
21 as Defendants' Exhibit E (handing).

22 (Whereupon, the aforementioned
23 business agreement was marked as
24 Defendants' Exhibit E for
25 identification as of this date by the

1 S. SOHAIL

2 Reporter.)

3 Q. I show you the document marked
4 as Defendants' Exhibit E (handing).

5 I'm going to ask you to look at
6 said agreement, and I'm going to ask you if
7 you can see on the page where someone
8 signed their name on behalf of Asian TV.

9 A. Yes.

10 Q. And can you tell me the name of
11 that person.

12 A. It says K.M. Abdullah.

13 Q. And are you familiar with that
14 individual?

15 A. No.

16 MR. KASPER: Off the record.

17 (Whereupon, an off-the-record
18 discussion was held.)

19 Q. Is it correct that a company
20 that you're associated with, Star Cable,
21 entered into an agreement with the Ekushey
22 television channel?

23 A. Yes.

24 Q. Do you recall the date that you
25 entered into the agreement roughly, that

1 S. SOHAIL

2 you entered into the agreement with the
3 Ekushey channel?

4 A. I don't remember.

5 Q. Are you aware that Ekushey TV
6 also entered into an agreement with
7 1Stopmedia and Entertainment?

8 A. No.

9 Q. Are you aware that that
10 agreement was signed by Fakrool Alam;
11 F-A-K-R-O-O-L A-L-A-M?

12 A. (No response.)

13 Q. So you're not aware whether an
14 agreement was signed with Fakrool Alam on
15 behalf of Ekushey TV and 1Stopmedia?

16 A. I don't know.

17 Q. Would you know if he was the
18 person that signed the agreement with your
19 company?

20 A. I believe so.

21 But I'm not sure.

22 Q. Are you aware that an entity
23 known as Channel 16 also entered into an
24 agreement with 1Stopmedia and
25 Entertainment, Incorporated on or about

1 S. SOHAIL

2 September 9th, 2014?

3 A. I don't know.

4 MR. KASPER: I ask this
5 document be marked for identification
6 as Defendants' F (handing).

7 (Whereupon, the aforementioned
8 Insight Telecast document was marked
9 as Defendant's Exhibit F for
10 identification as of this date by the
11 Reporter.)

12 Q. I show this document to you
13 that's been marked for identification as
14 Defendants' Exhibit F and ask you: Do you
15 recognize the signature of one K.G. Moheet
16 as managing director on behalf of Channel
17 16 (handing)?

18 A. (Complying.)

19 No.

20 Q. Well, is that his name there on
21 the document?

22 MR. HOGAN: Page 2 of what has
23 been marked as Defendants' F.

24 A. Yes, the name is there.

25 Q. And is there a signature there

1 S. SOHAIL

2 above the name?

3 A. Yes.

4 Q. But you don't recognize it?

5 A. No.

6 Q. Okay.

7 MR. KASPER: I would ask that
8 this document be marked for
9 identification as Defendants' Exhibit
10 G (handing).

11 (Whereupon, the aforementioned
12 business agreement was marked as
13 Defendants' Exhibit G for
14 identification as of this date by the
15 Reporter.)

16 Q. I show this document to you
17 (handing).

18 MR. HOGAN: Are you ready?

19 THE WITNESS: Yes.

20 One second.

21 (Whereupon, a short recess was
22 taken.)

23 MR. KASPER: What is it?

24 MR. HOGAN: He's asking do you
25 recognize this document?

1 S. SOHAIL

2 Q. Do you recognize that document?

3 A. (Complying.)

4 No.

5 Q. Independently whether you
6 recognize that document, are you aware that
7 there was an agreement between ATN New TV
8 and 1Stopmedia Entertainment Incorporated?

9 A. I don't know.

10 Q. Well, I'm going to ask you to
11 review that document.

12 And would it be correct to say
13 that it appears to have been signed by a
14 Dr. Mafusa Ramen on behalf of ATN News TV
15 (phonetic)?

16 MR. HOGAN: Note my objection.

17 MR. KASPER: To how I
18 pronounced the name?

19 MR. HOGAN: No.

20 Form.

21 So I think the question was do
22 you acknowledge if that's his
23 signature?

24 Do you know?

25 THE WITNESS: I don't know.

1 S. SOHAIL

2 MR. KASPER: I ask that this
3 document be marked as Defendants' H
4 for identification (handing).

5 (Whereupon, the aforementioned
6 business agreement was marked as
7 Defendants' Exhibit H for
8 identification as of this date by the
9 Reporter.)

10 MR. KASPER: Off the record
11 counsel.

12 (Whereupon, an off-the-record
13 discussion was held.)

14 Q. I show you this document which
15 has been marked as Defendants' Exhibit H
16 (handing).

17 A. (Complying.)

18 Q. And I ask you: Independent of
19 this document, are you aware of an
20 agreement between ATN Bangla Limited and
21 1Stop Media & Entertainment, Incorporated?

22 A. No.

23 Q. Now that you have seen that
24 document, are you now aware of an agreement
25 between them or what purports to be an

1 S. SOHAIL

2 agreement between them?

3 A. I'm not sure.

4 Q. And is it correct if you would
5 be kind enough to examine the document, is
6 it correct that it appears to have been
7 signed by GNMD Shansul Uda (phonetic)?

8 A. Yes, it's signed by them.

9 MR. HOGAN: It appears to be
10 signed by them.

11 A. It appears.

12 MR. KASPER: I would ask this
13 document be marked for identification
14 as Defendants' Exhibit I (handing).

15 (Whereupon, the aforementioned
16 business agreement was marked as
17 Defendants' Exhibit I for
18 identification as of this date by the
19 Reporter.)

20 Q. Are you aware of an agreement
21 between International TV Channel Limited
22 otherwise known as Capital NTV and
23 1Stopmedia and Entertainment, Incorporated?

24 A. No.

25 Q. I'm going to ask you to examine

1 S. SOHAIL

2 the document that's been marked as
3 Defendants' Exhibit I and ask you if it is
4 correct that it appears to be an agreement
5 between International TV Channel Limited
6 otherwise known as NTV and IStop Media &
7 Entertainment.

8 A. I'm not sure.

9 Q. I'm going to ask you to review
10 said document briefly and go to the last
11 page, second to last page.

12 And isn't it correct that this
13 document appears to have been executed by
14 one Alhaj Mohammad Mosaddak,
15 M-O-H-A-M-M-A-D M-O-S-A-D-D-A-K A-L-I on
16 behalf of International Television and
17 Channel Limited?

18 A. It appears to be.

19 Q. And are you familiar with that
20 gentleman?

21 A. No.

22 Q. Have you ever heard of him?

23 A. No.

24 MR. KASPER: Off the record.

25 (Whereupon, an off-the-record

1 S. SOHAIL

2 discussion was held.)

3 Q. Are you aware of an agreement
4 between Independent Television Limited, an
5 entity known as Independent Television
6 Limited otherwise known as ITV and
7 1Stopmedia and Entertainment, Incorporated?

8 A. I'm sorry.

9 What's the question?

10 MR. KASPER: I'll rephrase.

11 Q. Are you aware of an agreement
12 between an entity known as Independent
13 Television Limited also known as ITV and
14 the company known as 1Stopmedia and
15 Entertainment, Incorporated?

16 A. I don't know.

17 MR. KASPER: I would ask this
18 be marked for identification as
19 Defendants' Exhibit J (handing).

20 (Whereupon, the aforementioned
21 business agreement was marked as
22 Defendants' Exhibit J for
23 identification as of this date by the
24 Reporter.)

25 Q. Sir, I show you the document

1 S. SOHAIL

2 that's been marked as Defendants' Exhibit J
3 and I ask you: Do you recognize it by any
4 chance?

5 A. (Complying.)

6 No.

7 Q. Does it appear to be an
8 agreement between Independent Television
9 Limited ITV and 1Stop Media &
10 Entertainment?

11 A. It appears to be.

12 But I'm not sure.

13 Q. Now, I'm going to ask you to
14 review the signature page.

15 Is it correct that the name M.
16 Shamsur Rahman is on that page?

17 A. Yes.

18 Q. And is it correct that there
19 appears to be a signature subscribed above
20 that name?

21 A. Yes.

22 Q. Do you recognize that name; Mr.
23 M. Shamsur Rahman by any chance?

24 A. I don't remember.

25 Q. Did you ever done business with

1 S. SOHAIL

2 him?

3 A. I don't remember.

4 Q. Does any company you are
5 associated with ever sign an agreement with
6 a person known as M. Shamsur Rahman?

7 A. I don't remember.

8 Q. Do you recognize any his
9 signature?

10 A. No.

11 MR. KASPER: If you could give
12 me a moment, Counsel, or if you want
13 to take a quick break.

14 MR. HOGAN: That's fine.

15 (Whereupon, a short recess was
16 taken.)

17 Q. You may recall, sir, that I
18 asked you whether Star Cable was involved
19 in any other litigation either as a
20 plaintiff or a defendant.

21 And can we agree your answer
22 was yes?

23 A. I'm sorry.

24 What is the question again?

25 Q. Sir, you recall I asked you

1 S. SOHAIL

2 whether Star Cable was involved in any
3 litigation, correct?

4 A. Yes.

5 Q. And was it my recall correctly
6 that you answered yes?

7 A. Yes.

8 Q. Now, do you recall in this
9 other litigation was Star Cable involved in
10 either a plaintiff or as a defendant?

11 A. I'm not sure.

12 Q. Well, would it help if I said
13 were they being sued or were they suing?

14 A. I don't remember.

15 Q. Did Star Cable, to your
16 knowledge, enter into an agreement with
17 Shamal Bangla Media Limited otherwise known
18 as Banglavisión?

19 A. Yes.

20 Q. And do you recall the date that
21 Star Cable entered into that agreement?

22 A. Not sure.

23 Q. I'm not asking you to speculate
24 but roughly speaking, was it within the
25 last several years?

1 S. SOHAIL

2 A. Yes.

3 Q. Was it 2014 or 2015?

4 A. I'm not sure.

5 Q. Was it more recently than 2015
6 or was it earlier than 2015?

7 A. I would say around 2015.

8 Q. And is that agreement still in
9 force?

10 A. Yes.

11 Q. Now, do you have any knowledge
12 of Banglavisision Company sending a notice of
13 default to anyone on August 24th, 2016?

14 A. I don't know.

15 Q. Isn't it correct that or would
16 it refresh your recollection --

17 MR. KASPER: If you don't mind
18 me phrasing the question in that
19 matter, Counsel.

20 Q. -- that Star Cable was sent a
21 notice of default on or about August 24,
22 2016?

23 A. I'm not sure.

24 MR. KASPER: Off the record.

25 (Whereupon, an off-the-record

1 S. SOHAIL

2 discussion was held.)

3 MR. KASPER: I'm going to ask
4 that this document be marked as
5 Defendants' Exhibit K (handing).

6 (Whereupon, the aforementioned
7 notice of affidavit was marked as
8 Defendants' Exhibit K for
9 identification as of this date by the
10 Reporter.)

11 Q. Sir, I show you this document
12 that's been marked as Defendants' Exhibit
13 K, and I ask you to confirm that it is
14 indeed dated August 24, 2016 (handing).

15 A. (Complying.)

16 I see no date on it.

17 Oh, yes, August 24. Yes.

18 Q. And I'm going to ask you to
19 turn to the first page.

20 A. (Complying.)

21 Q. I'm going to ask you to examine
22 it briefly and acknowledging to your very
23 capable counsel that the document, of
24 course, speaks for itself.

25 Isn't it correct that that

1 S. SOHAIL

2 document appears to be a notice of default
3 sent to Star Cable by BanglaVision Company?

4 MR. HOGAN: Note my objection.

5 A. It appears to be.

6 Q. I'm going to ask you to review
7 it, sir, the entire document.

8 A. (Complying.)

9 Yes.

10 Q. And having reviewed that
11 document, I'm going to call your attention
12 to it once again and ask you: Is it
13 correct that as part of that notice that
14 BanglaVision Company is requesting that it
15 be provided the number of subscribers and
16 also to pay arrears as dues --

17 MR. KASPER: Counsel, I'm going
18 to withdraw my question.

19 Q. Isn't it correct that that
20 document asks to have Star Cable provide a
21 number for subscribers?

22 A. It appears to be, yes.

23 Q. And isn't it correct that that
24 document also asks to have Star Cable pay
25 arrears of dues within two months?

1 S. SOHAIL

2 MR. HOGAN: Objection to form.

3 A. It appears to be.

4 Q. It appears to be that, sir.

5 Are you familiar with that
6 document?

7 A. I don't remember.

8 Q. Well, to your knowledge, did
9 Star Cable ever comply in any way with the
10 requests contained in that document?

11 A. I'm not sure.

12 Q. Would you know if they didn't?

13 A. I don't know.

14 MR. KASPER: I'm going to ask
15 that this document be marked as
16 Defendants' Exhibit L (handing).

17 (Whereupon, the aforementioned
18 letter was marked as Defendants'
19 Exhibit L for identification as of
20 this date by the Reporter.)

21 MR. KASPER: I would show this
22 document to the witness that's been
23 marked as Defendants' Exhibit L
24 (handing).

25 Q. I ask you to review that

1 S. SOHAIL

2 document (handing).

3 A. (Complying.)

4 Q. Having reviewed that document,
5 I'm going to ask you: Is it a fact that
6 Star Cable received a legal notice from the
7 law offices of Mohammad A. Azis that Star
8 Cable should immediately cease and desist
9 broadcasting (phonetic)?

10 MR. HOGAN: Objection.

11 A. I don't remember.

12 MR. HOGAN: You can answer.

13 THE WITNESS: I can answer?

14 MR. HOGAN: You already did.

15 Q. I'm sorry?

16 MR. HOGAN: I objected.

17 And he had previously answered
18 saying he doesn't remember so I just
19 reiterated to him.

20 Q. Independent of that document,
21 are you aware of any requests by an
22 attorney named Mohammad Azis to send a
23 cease and desist notice to Star Cable?

24 A. No.

25 Q. Did Star Cable ever cease and

1 S. SOHAIL

2 desist broadcasting as a result of a
3 request to do so?

4 A. I don't know.

5 Q. Now, I'm going to call your
6 attention again to Exhibit K and call your
7 attention again to the name of the person
8 that signed the notice of default on behalf
9 of --

10 We are again addressing Exhibit
11 K. And if I did not ask you the question
12 previously: Are you familiar with the name
13 of the person that purported or appears to
14 have signed that notice of default on
15 behalf of Shamal Bangla Media Limited?

16 A. I don't know.

17 Q. Well, I'm going to ask you to
18 examine that document.

19 Does it correctly appear that a
20 Ishrak Hosain signed that notice of default
21 as deputy managing director for Shamal
22 Bangla Media limited (phonetic)?

23 A. It appears to be.

24 Q. And are you aware that Shamal
25 Bangla Media Limited thereafter commenced a

1 S. SOHAIL

2 legal action in the Supreme Court of Bronx
3 County following this notice of default?

4 A. I don't remember.

5 Q. Are you aware of a lawsuit in
6 which Shamal Bangla Media Limited as
7 plaintiff claimed damages and sought an
8 injunction to restrain Star Cable from
9 broadcasting the BanglaVision channel?

10 A. I'm sorry.

11 Can you repeat that again?

12 Q. Are you aware of a legal action
13 in which BanglaVision channel otherwise
14 known as Shamal Bangla Media Limited
15 claimed damages against Star Cable North
16 America?

17 A. I don't.

18 Q. Are you aware of a legal action
19 in which Shamal Bangla Media Limited sought
20 an injunction to restrain Star Cable from
21 broadcasting its channel?

22 A. I don't remember.

23 Q. Are you aware of an agreement
24 between ITV, otherwise known as independent
25 TV Limited and Star Cable?

1 S. SOHAIL

2 A. I'm sorry.

3 Can you repeat that question
4 again?

5 Q. Are you aware of an agreement
6 between Independent TV Limited and Star
7 Cable?

8 A. Yes.

9 Q. Do you recall roughly when that
10 agreement was entered into?

11 A. I'm not sure.

12 Q. Would you know by any chance
13 who would have signed that agreement on
14 behalf of Independent TV Limited?

15 A. I don't remember.

16 MR. KASPER: If we haven't done
17 it previously, I would call for
18 production of the agreement between
19 ITV Limited and Star Cable.

20 MR. HOGAN: Consistent with
21 what we previously discussed post EBT
22 demand, and we'll respond to it in
23 kind.

24 Q. Do you recall when you entered
25 into that agreement between Star Cable and

1 S. SOHAIL

2 Independent TV Limited?

3 A. I don't remember.

4 Q. Well, do you remember anything
5 about the nature of the agreement?

6 A. It was exclusive rights.

7 Q. So you do remember what the
8 agreement was.

9 And having indicated you
10 remember that, you're telling me that the
11 nature of the agreement was something as to
12 providing exclusive rights?

13 A. Yes.

14 Q. Could you tell me what
15 exclusive rights were obtained in that
16 agreement.

17 A. Independent TV broadcasting
18 rights.

19 Q. To broadcast what?

20 A. The TV channel.

21 Q. Do you recall what TV channel?

22 A. Independent TV Channel.

23 Q. And that was by Star Cable?

24 A. Yes.

25 Q. Now, is that agreement between

1 S. SOHAIL

2 Star Cable and ITV, otherwise known as
3 Independent TV still in effect?

4 A. Yes.

5 Q. So you say this agreement is
6 still in effect. But isn't it correct that
7 you were served with a notice of
8 termination as to an agreement between -- I
9 shouldn't say you, sir.

10 Isn't it correct that Star
11 Cable and yourself in capacity as a
12 director of Star Cable was served with a
13 notice of termination by Independent TV
14 Limited or ITV?

15 MR. HOGAN: Objection to form.

16 The witness never testified he
17 was a director. He testified he was
18 a VP with a hundred percent of the
19 stock being held by his partner.

20 You can answer that question
21 with that objection outstanding.

22 MR. KASPER: At this point, I'm
23 going ask that this document be
24 marked as Respondent's Exhibit M
25 (handing).

1 S. SOHAIL

2 (Whereupon, the aforementioned
3 notice for terminating the network
4 was marked as Defendants' Exhibit M
5 for identification as of this date by
6 the Reporter.)

7 MR. KASPER: I am showing this
8 document marked as Defendants'
9 Exhibit M to the witness.

10 Q. I'M going to ask you to please
11 review it, sir.

12 A. (Complying.)

13 Yes.

14 Q. Is it correct that that
15 document appears to have been signed by an
16 individual known as Mr. Shamsur Rahman?

17 A. It appears to be.

18 Q. I call your attention to the
19 first page of that document.

20 Isn't it correct that that
21 first page of that document appears to be
22 addressed to you individually?

23 A. (Complying.)

24 Yes.

25 Q. I'm sorry.

1 S. SOHAIL

2 Your answer again, sir?

3 A. Yes.

4 Q. And as a result of that
5 document, did Star Cable cease and desist
6 in doing anything?

7 A. No.

8 Because our contract was valid.

9 Q. I'm sorry.
10 Your contract was?

11 A. Our contract is valid.

12 Q. Okay.

13 Do you know who Shamsur Rahman
14 is?

15 A. I don't remember.

16 Q. When you say the contract was
17 valid, in what manner do you mean that?

18 MR. HOGAN: It calls for a
19 legal conclusion.

20 Objection.

21 MR. KASPER: I'm asking him if
22 he knows.

23 His personal opinion.

24 MR. HOGAN: You can answer.

25 A. According to our contract,

1 S. SOHAIL

2	EXHIBIT	EXHIBIT	
3	NUMBER	DESCRIPTION	PAGE
4	P	Network Affiliation Agreement	66
5	Q	Summons	68
6	R	Affidavit of Service	68

7 (Exhibits retained by Counsel.)

8

9

10

I N D E X

11	EXAMINATION BY	PAGE
12	MR. KASPER	5

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14

15	INFORMATION AND/OR DOCUMENTS REQUESTED	
16	INFORMATION AND/OR DOCUMENTS	PAGE

17 (None)

18

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20	QUESTIONS MARKED FOR RULINGS
21	PAGE LINE QUESTION

22 (None)

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S. SOHAIL

C E R T I F I C A T E

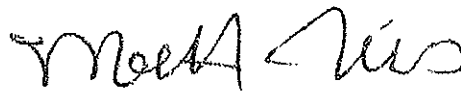
STATE OF NEW YORK)
 : SS.:
COUNTY OF NASSAU)

I, MARTHA TRIKAS, a Notary Public for
and within the State of New York, do hereby
certify:

That the witness whose examination is
hereinbefore set forth was duly sworn and
that such examination is a true record of
the testimony given by that witness.

I further certify that I am not
related to any of the parties to this
action by blood or by marriage and that I
am in no way interested in the outcome of
this matter.

IN WITNESS WHEREOF, I have hereunto
set my hand this 25th day of June, 2018.



MARTHA TRIKAS

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X
STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

TOTAL CABLE USA LLC. and RADIANT IPTV

**REPLY AFFIDAVIT OF SAIFUL
SIDDIQUE**

Defendants.
-----X

I Saiful Siddique, do swear under penalty of perjury as follows:

1. I am the President of the Defendant 1stopmedia & Entertainment Inc. d/b/a Radiant IPTV and as such I am conversant with the facts and circumstances of this case.
2. I am making this affidavit in opposition to the affidavit filed by Bob Rasul in opposition to the motion filed by 1stopmedia & Entertainment Inc. in support of dismissal of the complaint.
3. In the affirmation in support of motion for summary judgment, our attorney has stated in paragraph 2 of the affirmation that Defendant 1stopmedia & Entertainment Inc. d/b/a Radiant IPTV has been broadcasting channels with the consent and on the basis of a written agreement with the content owners. In the affirmation in support of motion, we have annexed Exhibit G containing the certification from Jamuna TV dated January 10, 2017, signed by ASM Arifur Rahman, the head of broadcast operation engineering, certifying that 1stopmedia & Entertainment Inc. is Jamuna TV's client and Jamuna TV granted rights to 1stopmedia & Entertainment Inc. in North America and Canada. This certification also provides that no other organization has any valid exclusive right with

Jamuna TV to broadcast Jamuna TV anywhere in the world. We have also annexed a certification pertaining to the channel Banglavisioin certifying that Star Cable NA Inc. has no valid agreement to broadcast Banglavisioin. We also annexed Exhibit I certifying that Star Cable NA Inc. has no legal valid agreement with MyTV. Exhibit J annexed with the affirmation in support of the motion is a letter issued to Sajid Sohail dated August 23, 2016, terminating the agreement between Ekushey and Star Cable NA Inc. Exhibit K annexed with the affirmation is the agreement between Asian TV and 1stopmedia & Entertainment Inc. granting broadcasting rights to 1stopmedia & Entertainment Inc. Exhibit M annexed with the affirmation is the agreement between ATN Bangla Ltd. and 1stopmedia & Entertainment Inc. dated September 23, 2014 granting broadcasting rights. Exhibit N is an agreement between ATN News Ltd. and 1stopmedia & Entertainment Inc. dated December 1, 2014 granting broadcasting and distribution rights to 1stopmedia & Entertainment Inc. Exhibit O is an agreement dated June 1, 2015 between Boishakhi Media Ltd. and 1stopmedia & Entertainment Inc. granting broadcasting rights to 1stopmedia & Entertainment Inc. Exhibit P is an agreement between International TV Channel and 1stopmedia & Entertainment Inc. granting broadcasting rights to 1stopmedia & Entertainment Inc. Exhibit Q is the agreement between Independent TV Ltd. and 1stopmedia & Entertainment Inc. granting broadcasting rights to 1stopmedia & Entertainment Inc. I have already filed an affidavit with the motion seeking summary judgment.

4. The Court set up deadlines for filing the motion, opposition and reply. The Court ordered that the Defendants' motion seeking summary judgment was due by March 14, 2019, the Plaintiff's response was due March 21, 2019 and the status conference was scheduled on

March 26, 2019 (Docket sheet dated March 7, 2019). On March 30, 2019, the Court granted extension of time with consent of Defendant's Counsel and changed the schedule as ordered on March 7, 2019 (Docket No. 78). The Court ordered that the Defendants' motion shall be served by March 25, 2019; Plaintiff's opposition shall be served by April 9, 2019, the Defendants' reply shall be served by April 17, 2019 and all papers would be filed by the end of April 19, 2019. On March 25, 2019, the Defendants provided the notice of motion and supporting documents as ordered by the Court to the attorney for the Plaintiff. Due to oversight the memorandum prepared by my attorney was not provided to the Plaintiff's attorney along with the notice of motion seeking summary judgment. On March 20, 2019, our attorney wrote a letter to this Honorable Court requesting to extend the time to file a reply by the Defendants by April 25, 2019 since he was on vacation. The letter was written with the consent of the Plaintiff's attorney Michael Cassell, the Plaintiff's attorney (Docket No. 79). Subsequently on April 18, 2019, our attorney received an email from the Plaintiff's Counsel indicating therein that he was trying to provide the opposition by the end of April 19, 2019 but he needs a few days extension due to his hectic schedule. Our attorney responded to the email that if he received the opposition by April 23, 2019, he would need time to file the reply until May 2, 2019. The Plaintiff's Counsel sent another email indicating that he consents to as much time as the Defendants needed to provide the reply.

5. The Plaintiff's Counsel served the opposition and the memorandum of law on April 23, 2019. Though the deadline to file the opposition was April 9, 2019, the Plaintiff's attorney Michael Cassell filed the opposition on April 23, 2019. However, the Plaintiff's

attorney did not write a letter to the Court for approval of change of schedules to file an opposition as ordered by the Court on April 2, 2019.

6. Shahid Bob Rasul in his affidavit indicates that he is the Chief Technology Officer of the Plaintiff Star Cable NA Inc. and he submitted the affidavit in opposition to the motion for summary judgment filed by 1stop Media & Entertainment Inc. The Chief Technology Officer is simply an employee of the Plaintiff and has no personal knowledge about the issues involved in the motion for summary judgment. Mr. Rasul does not state in his affidavit that he has personal knowledge of the facts of the case and/or source of his knowledge. The declaration/affidavit must be based on personal knowledge.
7. The Defendant 1stop Media & Entertainment Inc. has annexed various agreements with the content owners, Exhibits K, L M, N, O, P and Q with the affirmation in support of the motion for summary judgment. Mr. Rasul in his affidavit does not deny that these agreements were not executed between the Defendant 1stop Media & Entertainment Inc. and the content owners. Sajid Sohail, the Vice President of Star Cable NA Inc. appeared in the deposition conducted by Joseph F. Kasper, Of Counsel of Bhatia & Associates PLLC. In response to a question of whether Mr. Sohail was aware that Asian Telecast Ltd. entered into agreement with 1stop Media & Entertainment Inc. on November 20, 2014, his response was "I do not know." (Page 28, lines 3-8 of the examination of Sajid Sohail). The agreement was exhibited during the deposition as Exhibit D. Mr. Kasper, asked another question of whether Mr. Sohail was aware that there was a second agreement between Asian TV and 1stop Media & Entertainment Inc. on June 6, 2016, his response was "I do not know." (Page 30, lines 14-18 of the examination of Sajid Sohail). This agreement was exhibited as Exhibit E. In response to another question of whether

Mr. Sohail was aware that Ekushey TV also entered into agreement with 1stop Media & Entertainment Inc. and the agreement was signed by Fakrool Alam on behalf of Ekushey TV, his response was "I do not Know." (Page 32, lines 9-16 of the examination of Sajid Sohail). Mr. Kasper asked Mr. Sohail whether he was aware that the entity known as Channel 16 also entered into agreement with 1stop Media & Entertainment Inc., his response was "I do not know." (Page 32, lines 22-25 and page 33, lines 2-3 of the examination of Sajid Sohail). The agreement was exhibited as Exhibit F. In response to the question, whether Mr. Sohail recognized the agreement between ATN News TV and 1stop Media & Entertainment Inc., he responded "I do not know." (Page 35, lines 5-9 of the examination of Sajid Sohail). In response to the question of whether he was aware of the agreement between ATN Bangla Ltd. and 1stop Media & Entertainment Inc., he responded "No.", (Page 36, lines 18-22 of the examination of Sajid Sohail). In response to the question of whether Mr. Sohail was aware of the agreement between International TV Channel Ltd. and 1stop Media & Entertainment Inc., again he responded "No.", (Page 37, lines 20-24). In response to the question of whether Mr. Sohail was aware of the agreement Independent TV Ltd. and 1stop Media & Entertainment Inc., his response was "I do not know." (Page 39, lines 11-16 of the examination of Sajid Sohail). The agreement was exhibited as Exhibit J during the deposition. Mr. Kasper also confronted in the deposition that a notice of default was issued to Star Cable NA Inc. by Banglavisision. Mr. Sohail admitted that in the notice of default, Banglavisision requested Star Cable NA Inc. to pay the arrears within two months. Mr. Kasper questioned Mr. Sohail of whether Star Cable NA Inc. ever complied with the notice of default and Mr. Sohail responded, "I am not sure." (Page 46, lines 8-11 of the examination of Sajid

Sohail. In fact, Mr. Kasper confronted all of the agreements between 1stop Media & Entertainment Inc. and the content owners and the response of Mr. Sohail was that he wasn't aware of any agreements.

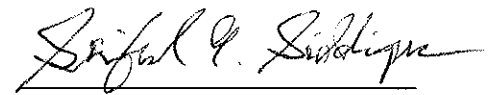
8. The real controversy in the present case is whether the Defendant 1stop Media & Entertainment Inc. has been broadcasting various channels mentioned in the complaint with the consent and based on the agreement between the content owners and 1stop Media & Entertainment Inc. The Defendant 1stop Media & Entertainment Inc. has filed the agreements between the content owners and 1stop Media & Entertainment Inc. The Plaintiff does not deny in the affidavit of Mr. Rasul or in the deposition of Mr. Sohail the execution of the agreements between the content owners and 1stop Media & Entertainment Inc. but allege that the content owners granted exclusive rights to the Plaintiff to broadcast the channels. Assuming arguendo that the content owners in violation of the agreements with the Plaintiff also executed agreements with other entities including 1stop Media & Entertainment Inc., the Plaintiff has no cause of action to sue the entities who have also been granted rights to broadcast the channels by the content owners. If the content owners in violation of their agreement with the Plaintiff also granted rights to other entities, the Plaintiff should have sued the content owners seeking damages and not other entities who have been broadcasting the channels with the consent of the content owners. The Court will also note that we have annexed with complaint, answer and stipulation of dismissal of another action commenced by Star Cable NA Inc. against Lalon TV Inc., Total Cable BD, Habibur Rahman, Shahinul Karim, Shahidul Bari, Syed Ahmed and Ahmodul Barobhuiya.

9. The Plaintiff Star Cable NA Inc. was represented by the attorney Michael Cassell in its action commenced against Lalon TV and others, and when Lalon TV showed the agreements between Lalon TV with the content owners, the Plaintiff's attorney Michael Cassell agreed to discontinue that action and a stipulation of dismissal was signed by the respective attorneys of the parties and so ordered by the Court. The Court will note that the allegations in the complaint against Lalon TV and against Total Cable USA LLC & 1stop Media & Entertainment Inc. are identical. The complaint was filed against Lalon TV and other alleging violation of the copyright in respect of the same eight channels, the violations of which is alleged in the present complaint filed against Total Cable USA LLC & 1stop Media & Entertainment Inc.
10. As stated above, Mr. Rasul is the Chief Technology Officer as admitted himself in his affidavit and he does not claim that he has personal knowledge that the agreements with the content owners are continuing. Exhibit A is the affiliation agreement with Independent TV Ltd. and Star Cable NA Inc. signed by Sajid Sohail on behalf of Star Cable NA., Inc. and Shamsur Rahman on behalf of Independent TV Ltd. on November 26, 2014. The affiant, Mr. Rasul is not a signatories to the agreement which was for three years. In paragraph 12 of the affidavit, Mr. Rasul states that this agreement is not terminated. Relevant clause 2 of the agreement pertaining to termination states that after the expiration of 3 years, the fee shall be negotiated, and the network shall provide a written notice to the affiliate of the proposed license fee for the next renewal. Mr. Rasul does not allege in his affidavit that any fee was negotiated after the term of three years. There is therefore no evidence that the affiliation agreement between the Plaintiff and Independent TV is still in force. Clause 1 of the agreement further provides that the

affiliate shall have non-exclusive rights to distribute the services. Similarly, the agreement annexed as Exhibit B with the affidavit of Mr. Rasul was not signed by Mr. Rasul and was signed by Sajid Sohail as the Director of Star Cable NA Inc. Sajid Sohail who testified in the deposition on behalf of the Plaintiff did not file any affidavit in opposition. The other agreements between Star Cable NA Inc. and the content owners annexed as Exhibits C, D, E, F, G and H were all signed by Sajid Sohail. Mr. Rasul was not the signatories of any agreement.

11. Mr. Rasul alleged in his affidavit that the documents filed by 1stop Media & Entertainment Inc. are not authenticated. However, Mr. Rasul does not claim that the documents relied upon by 1stop Media & Entertainment Inc. were not signed by the content owners or those documents were fabricated or false.
12. Star Cable NA Inc. never served any notice to 1stop Media & Entertainment Inc. prior to the commencement of this action. Digital Millennium Copyright Act provides the requirement of written notice by a party who is believed to be affected by copyright infringement. Star Cable NA Inc. never served any notice to 1stop Media & Entertainment Inc. to notify of any wrong doing. In fact, 1stop Media & Entertainment Inc. d/b/a Radiant IPTV took all legal permission from the copyright owners directly in order to broadcast their contents in the US and Canada. 1stop Media & Entertainment Inc. continues paying the license fees to the content owners directly. For broadcasting various channels. The content owners never served any notice to 1stop Media & Entertainment Inc. for copyright infringement directly or indirectly. N None of the Tv channel owners ever notified 1stop Media & Entertainment Inc. that they are violating the rights of Star Cable NA Inc.

WHEREFORE, I request that the motion filed by the Defendant 1stop Media & Entertainment Inc. seeking dismissal of the complaint be granted along with any other just and proper relief.

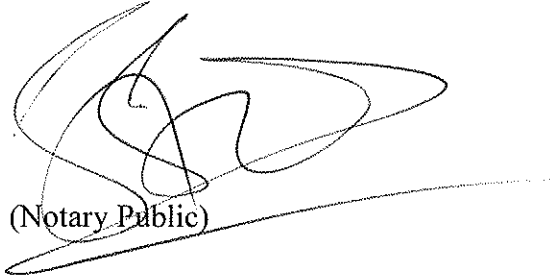


Saiful Siddique

Verified On: May 2, 2019

In the County of New York

In the State of New York


(Notary Public)

SATISH KUMAR BHATIA
Notary Public, State Of New York
No. 02BH6343050
Certified in New York County
Commission Expires 05/31/2020